

REQUEST FOR PROPOSALS



UTAH DEPARTMENT OF TRANSPORTATION

SR-114; Geneva Road, Roadway Widening

Project No. F-0114(21)0

INSTRUCTIONS TO PROPOSERS (ITP)

Draft

July 1, 2010

CONTENTS

INSTRUCTIONS TO PROPOSERS

ITP.1 —INTRODUCTION.....	1
ITP.1.1 Project Goals	1
ITP.1.2 General Project Description and Obligations of Design-Builder	2
ITP.1.2.1 General Project Description.....	2
ITP.1.2.2 Design-Builder Obligations	2
ITP.1.3 RFP Documents	2
ITP.1.3.1 Documents in the RFP	2
ITP.1.3.2 Technical Proposal Contents	3
ITP.1.3.3 Price Proposal Contents	3
Reference Documents	3
ITP.1.3.4.....	3
ITP.1.3.5 Proposal Contents and Required Forms.....	3
ITP.1.3.6 Property of the Department.....	3
ITP.1.3.7 Federal Requirements	4
ITP.1.3.8 Errors	4
ITP.1.3.9 Department Modifications to Required Contract Clauses	4
ITP.1.4 Definitions	5
ITP.1.5 Improper Conduct	5
ITP.1.5.1 Prohibited Activities	5
ITP.1.5.2 Noncollusive Proposal Certification (Form NC)	7
ITP.1.6 Language Requirement	8
ITP.1.7 Proposal Schedule	8
ITP.1.7.1 Anticipated Schedule for Proposal and Contract Award Process	8
ITP.1.7.2 Proposal Due Date	8
ITP.1.8 Insurance	9
ITP.1.9 Changes to the Proposer’s Organization	9
ITP.1.10 Organizational Conflicts and Ineligible Firms	9
ITP.1.11 Scope of Work	9
ITP.2 —PROCUREMENT PROCESS.....	11
ITP.2.1 Method of Procurement	11
ITP.2.2 Receipt of the Request of Proposal Documents and Other Information	11
ITP.2.2.1 Department Designated Point of Contact	11
ITP.2.2.2 Identification of Proposer Authorized Representative.....	12
ITP.2.2.3 Rules of Contact.....	12
ITP.2.3 Proposer Questions	13
ITP.2.4 Addenda and Responses to Questions	13
ITP.2.4.1 Addenda.....	13
ITP.2.4.2 Correspondence and Information.....	14
ITP.2.4.3 Responses to Questions	14
ITP.2.5 Compliant Proposal	14
ITP.2.6 Nonpublic Process	14
ITP.2.7 Proposal Stipend	15
ITP.2.8 SEGMENTS	16

ITP.2.9 Submission of Proposals	16
ITP.2.9.1 Submission Requirements.....	16
ITP.2.9.2 Modifications to a Proposal	16
ITP.2.9.3 Withdrawal of a Proposal; Proposal Validity Period	17
ITP.2.9.4 No Public Opening of Proposals.....	17
ITP.2.9.5 Late Proposals.....	17
ITP.2.10 Examination of RFP Package and Work Site	17
ITP.3 —ALTERNATIVE TECHNICAL CONCEPTS.....	19
ITP.3.1 ATC Goals and Eligibility	19
ITP.3.2 Pre-Proposal Submission of ATC	19
ITP.3.2.1 Pre-Proposal Requirements.....	20
ITP.3.2.2 ATC Disclosures.....	20
ITP.3.2.3 Department Review of Submission of ATCs.....	21
ITP.3.2.4 Incorporation of ATCs into the Contract Documents.....	21
ITP.3.2.5 ATC Confidentiality	22
ITP.4 —PROPOSAL REQUIREMENTS	22
ITP.4.1 Legal Authority and Licensing Requirements	22
ITP.4.2 Currency	23
ITP.4.3 Proposal Security	23
ITP.4.3.1 Proposal Security Requirements	23
ITP.4.3.2 Return of Proposal Security	23
ITP.4.3.3 Rights Reserved.....	23
ITP.4.4 Escrowed Proposal Documentation	24
ITP.4.5 Proposal Signatures, Quantities, and Costs	24
ITP.4.5.1 Required Signatures.....	24
ITP.4.5.2 Quantities of Proposal Documents	24
ITP.4.5.3 Cost of Preparing Proposal	25
ITP.4.6 Obligation to Award	25
ITP.4.7 Additional Submittals Before Contract Execution	25
ITP.4.8 Resource Availability	25
ITP.5 —PRE-PROPOSAL INFORMATIONAL MEETINGS.....	26
ITP.5.1 One-on-One Meetings	26
ITP.5.1.1 Meeting Requirements.....	26
ITP.5.1.2 Questions and Responses.....	26
ITP.5.2 Other Meeting Information	26
ITP.5.2.1 Other Meetings	26
ITP.5.2.2 Statements at Meetings	27
ITP.5.2.3 Attendees	27
ITP.6 —CONTRACT AWARD AND EXECUTION.....	28
ITP.6.1 Contract Award	28
ITP.6.2 Execution of Contract	29
ITP.7 —PROPOSAL EVALUATION.....	30
ITP.7.1 Evaluation Factors and Criteria	31
ITP.7.1.1 Pass/Fail Factors and Subfactors	31
ITP.7.1.2 Technical Proposal.....	32

ITP.7.1.3	Price Proposal	35
ITP.7.2	Evaluation Guidelines	39
ITP.7.2.1	Price Reasonableness Analysis	39
ITP.7.2.2	Technical Factors	39
ITP.7.2.3	Department Proposed Evaluation Procedures	40
ITP.7.3	Contact with Department During Evaluation	42
ITP.7.3.1	Communications with Proposers	42
ITP.7.3.2	Interviews and Presentations	42
ITP.7.3.3	Discussions with Proposers	42
ITP.7.4	Proposal Revisions (Best and Final Offers)	43
ITP.7.5	Best-Value Determination	43
ITP.7.6	Debriefings	44
ITP.7.7	Post-Award Meetings	44
ITP.8	—PROTESTS	45
ITP.8.1	Written Protests Only	45
ITP.8.2	Protest Contents	45
ITP.8.3	Protest Prior to Proposal Due Date	46
ITP.8.4	Protest Prior to Award	46
ITP.8.5	Protest Regarding Award	46
ITP.8.6	Right of Appeal	47
ITP.9	—DEPARTMENT RIGHTS AND DISCLAIMERS	48
ITP.9.1	Department Rights	48
ITP.9.2	Department Disclaimers	49

TABLES

ITP-1	Description of Modifications Made to Required Contract Clauses	ITP-5
ITP-2	Proposal and Contract Award Schedule	ITP-7
ITP-3	Relative Importance of Technical Factors and Subfactors	ITP-31

APPENDICES

ITP-A	Technical Proposal Instructions
ITP-B	Price Proposal Instructions
ITP-C	Forms to be Used with Appendices A and B

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ITP.1—INTRODUCTION

This Request for Proposals (RFP) is issued by the Utah Department of Transportation (the Department) to seek competitive design-build Proposals (Proposals) for the Region 3 SR-114; Geneva Road, Roadway Widening Project (Project). Proposals are invited from, and will be considered from, only those parties (Proposers) who have been notified of their inclusion on the Short-List.

ITP.1.1 PROJECT GOALS

In the preparation of the Proposals, Proposers should address and/or consider the Department's goals for the Project:

- A. Deliver the Project to Substantial Completion no later than the date required by the Contract.
- B. Provide the full Project through competitive pricing and deliver it within a fixed budget.
- C. Facilitate efficient management and operation of the SR-114; Geneva Road, Roadway Widening Project throughout Project performance.
- D. Maintain mobility and safety through the Project area during construction of the Project by providing and implementing a detailed, innovative and comprehensive maintenance of traffic plan, while minimizing impacts to the public, businesses, communities, schools and adjacent property owners through effective communication, cooperation and coordination.
- E. Facilitate participation by Disadvantaged Business Enterprises (DBEs), women-owned business enterprises, and minority business enterprises, consistent with the Contract Documents and applicable Laws.
- F. Comply with environmental and agency requirements.
- G. Cooperate and coordinate with Orem City and Town of Vineyard regarding utilities and other third parties including UTA and UPRR in the development, design and construction of the Project.
- H. Cooperate and coordinate with the I-15 CORE project regarding maintenance of traffic, the construction of interrelated facilities and the concurrent construction of both projects, while minimizing the impacts to the driving public, businesses, communities, schools and adjacent property owners.
- I. Cooperate and coordinate with stakeholders in the development, design, and construction of the Project.
- J. Secure quality design and construction services that meet or exceed the Department's technical requirements.
- K. Maintain good public relations during construction through an effective public information program and efficient maintenance of traffic.
- L. Provide innovation to approach and process in developing and executing ATC's providing best value to the Department.

ITP.1.2 GENERAL PROJECT DESCRIPTION AND OBLIGATIONS OF DESIGN-BUILDER

ITP.1.2.1 General Project Description

The Department has planned improvements to the SR-114; Geneva Road Project. The Project generally is comprised of the design and construction of the urban arterial, including the following improvements:

University Parkway to 280 North. The SR-114; Geneva Road Project will include reconstruction and widening to 5 lanes from University Parkway to Center Street in Orem, which will include an overpass structure at Geneva Road and the UTA & UPRR crossing, just north of 400 South. The bridge spans existing and a future track at this location. This area will include drainage accommodations; intersection modifications and signal installations or upgrades at University Parkway, 1000 South, 800 South, 400 South, and Center Street; intersection lighting; roadway lighting as coordinated with the cities.

480 North to 1600 North. The SR-114; Geneva Road Project will include widening to 5 lanes from 400 North to 1600 North where no utility and ROW impacts exist. This area will include drainage accommodations; intersection modifications and signal installations or upgrades at 800 North and 1600 North; intersection lighting; roadway lighting as coordinated with the cities.

Due to the funding limitations the Department has also included in the Schedule of Values four (4) segments that shall be bid to keep the project within the Department's budget. These segments are more fully described in Part 1 Appendix A (Scope of Work).

ITP.1.2.2 Design-Builder Obligations

The Design-Builder's obligations will generally include all activities required to develop, design, and construct the Project in accordance with the requirements of the Contract Documents.

ITP.1.3 RFP DOCUMENTS

ITP.1.3.1 Documents in the RFP

The documents issued as part of this RFP consist of the following:

- A. These Instructions to Proposers (ITP), including:
 - 1. **Appendix ITP-A (Technical Proposal Instructions);**
 - 2. **Appendix ITP-B (Price Proposal Instructions); and**
 - 3. **Appendix ITP-C (Forms To Be Submitted with the Proposal).**
- B. Contract Documents Parts 1 through 9, inclusive.
- C. Reference Documents.
- D. Additional documents issued by Addenda to this RFP.

ITP.1.3.2 Technical Proposal Contents

ITP.1.3.2.1 Contract Documents Part 10—Design-Builder’s Proposal and Pricing Information

These documents shall consist of the information designated as Contract Documents Part 10—Design-Builder’s Proposal and Pricing Information requested in Appendix ITP-A (Technical Proposal Instructions), which includes submitted Proposal and completed forms from Appendix ITP-C (Forms To Be Used with Appendices A and B). See Section ITP.4 (Proposal Requirements).

ITP.1.3.2.2 Supplemental Evaluation Information

The Executive Summary, the Summary Statement, and the information submitted in the Proposal, as specified in Appendix ITP-A (Technical Proposal Instructions), are for supplemental evaluation purposes only and are not part of the Contract Documents.

ITP.1.3.2.3 Commitments in Technical Proposal

The verbiage used in each Proposal will be interpreted and evaluated by the Department based on the level of commitment provided by the Proposer. No consideration will be given to tentative or ambiguous commitments. For example, phrases containing “we may” or “we are considering” will not be considered in the evaluation process because they do not indicate a firm commitment by the Design-Builder.

ITP.1.3.3 Price Proposal Contents

Submit the Price Proposal, consisting of the Contract Documents Part 10—Design-Builder’s Proposal and Pricing Information requested in Appendix ITB-B (Price Proposal Instructions), as specified therein.

ITP.1.3.4 Reference Documents

The Reference Information Documents are included in the RFP for the purpose of providing information to Proposers that is in UDOT’s possession. UDOT has not determined whether the Reference Information Documents are accurate, complete or pertinent, or of any value to the Proposers. The Reference Information Documents will not form a part of the contract between UDOT and the Design-Builder. Except as may be provided otherwise in the DB Contract, UDOT makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy, completeness, or pertinence of the Reference Information Documents, and, in addition, shall not be responsible for any conclusions drawn therefrom.

ITP.1.3.5 Proposal Contents and Required Forms

Any failure to provide all the information and all completed forms (in Appendix ITP-C) in the format specified in Appendices ITP-A and ITP-B may result in the Department’s rejection of the Proposal or a lower rating for the Proposal. All blank spaces in the Proposal forms must be filled in as noted, and no substantive change shall be made to the Proposal forms.

The information and completed forms in the Technical Proposal will become Contract Documents Part 10, excluding (a) the Executive Summary and Summary Statement and (b) Appendix A. The information in the Price Proposal will also be incorporated into the Contract Documents.

ITP.1.3.6 Property of the Department

All documents submitted by the Proposer in response to this RFP shall become the property of the Department and will not be returned to the Proposer, except for the protected records as described in

Section ITP.2.6 (Nonpublic Process). The concepts and ideas in the information contained in the Proposal submitted by the Proposer shall also become the property of the Department upon payment of the stipend. See Section ITP.2.7 (Proposal Stipend).

ITP.1.3.7 Federal Requirements

To preserve the ability of the Department to use Federal funding for the Project, the procurement process and the Contract Documents must comply with applicable Federal Laws and regulations. The Department reserves the right to modify the RFP to address any concerns, conditions, or requirements of the Federal Highway Administration (FHWA). The Department will notify all Proposers of any such modification by an Addendum to this RFP.

ITP.1.3.8 Errors

If any mistake, error, or ambiguity in the RFP is identified by the Proposer at any time during the procurement process, the Proposer shall have a duty to notify the Department of the recommended correction in writing, in accordance with Section ITP.2.3 (Proposer Questions).

ITP.1.3.9 Department Modifications to Required Contract Clauses

Clauses 1-9 required by Utah Administrative Code R23-1-60 and set forth in Utah Administrative Code R33-5-420 - R33-5-495 have been revised to reflect the fact that certain risks are to be borne by the Design-Builder instead of the Department. Specifically:

- A. Clause No. 1, entitled Changes, has been replaced by Section 01282S-9 of the General Provisions (Contract Documents Part 2).
- B. Clause No. 2, entitled Variations in Estimated Quantities, has been replaced by Section 00725S-1.9 of the General Provisions.
- C. Clause No. 3, entitled Suspension of Work, has been replaced by Section 00725S-1.10 of the General Provisions.
- D. Clause No. 4, entitled Differing Site Conditions, has been replaced by Section 00725S-1.10 of the General Provisions.
- E. Clause No. 5, entitled Price Adjustment, has been replaced by Section 01282S-4 of the General Provisions.
- F. Clause No. 6, entitled Claims Based On Owner's Actions or Omissions, has been replaced by Sections 00725S-1.8 and 01282S-9 of the General Provisions.
- G. Clause No. 7, entitled Termination for Default, has been replaced by Section 00555S-1.19 of the General Provisions.
- H. Clause No. 8, entitled Termination for Convenience of the Owner, has been replaced by Section 00555S-1.20 of the General Provisions.
- I. Clause No. 9, entitled Liquidated Damages, has been replaced by Section 00555S-1.18 of the General Provisions.

Your attention is specifically directed to the replacement provisions.

Table ITP-1 describes the modifications made (section references are to the General Provisions, Contract Documents Part 2).

ITP.1.4 DEFINITIONS

Refer to Contract Documents, Part 2, Section 00570S for the various abbreviations, acronyms, and terms used herein.

ITP.1.5 IMPROPER CONDUCT

ITP.1.5.1 Prohibited Activities

If the Proposer or anyone representing the Proposer offers or gives any advantage, gratuity, bonus, discount, bribe, or loan of any sort to the Department or any of its employees, agents or representatives at any time during this procurement process:

- A. The Department will immediately disqualify the Proposer.
- B. The Proposer shall forfeit its Proposal Bond.
- C. The Proposer shall not be entitled to any stipend.
- D. The Department may sue the Proposer for damages.

TABLE ITP-1
DESCRIPTION OF MODIFICATIONS MADE TO REQUIRED CONTRACT CLAUSES

Clause	Description	Modifications
R33-5-420	Changes	Section 01282S-9 provides for Department to issue change orders under certain circumstances, and includes specific provisions limiting the circumstances under which Design-Builder may claim that a change in the Work has occurred.
R33-5-430	Variations in Quantities	The Department does not anticipate that this Contract will be unit priced. Nevertheless, Section 00725S-1.9 provides for adjustments in price for variations in contract quantities for major contract items by more than 25%.
R33-5-440	Suspension of Work	Section 00725S-1.10 gives the Department the right to order suspensions. Contract adjustments will be made only if the contractor submits a request within the proper time frame. Adjustments are available to the extent the delay increased the cost or time required for the performance of the Contract and did not result from any fault or negligence of the contractor or from weather. Compensation and contract time extension are determined under Section 00555S-1.17.
R33-5-450	Differing Site Conditions	<p>Section 00725S-1.8 concerns notification of Differing Site Conditions and actions to be taken in connection therewith. The Design-Builder must notify the Department of differing site conditions and request adjustments in compensation and contract time.</p> <p>Section 00555S-1.17 deals with compensation and time extensions for excusable delays. Change Orders are subject to specific requirements and limitations. The time periods for notice of claims are found in Section 00725S-1.8.B.</p>
R33-5-460	Price Adjustment	Section 01282S-4 provides that the contract amount will only be altered by change orders issued in accordance with 00725S (differing site conditions, variations in quantities, changes in the character of work, Department-ordered suspensions, and value-engineering proposals) The contractor is to revise the schedule of values according to the change order and submit it to the Department for written approval.
R33-5-470	Claims Based On Owner's Actions or Omissions	Section 00725S includes notice requirements related to actions taken by the Department that change the Contract terms and conditions. Section 01282S includes various provisions relating to claims.
R33-5-480	Termination for Default	Section 00555S-1.19 specifies the Department's termination rights upon default.
R33-5-495	Termination for Convenience of the Owner	Section 00555S-1.20 specifies the Department's rights to terminate for convenience. The provision is generally the same as Clause 8.
R33-5-490	Liquidated Damages	Section 00555S-1.18 of the General Provisions provides for Liquidated Damages to be assessed for failure to achieve substantial completion and contract completion within the timeframes specified in the contract.

ITP.1.5.2 Noncollusive Proposal Certification (Form NC)

By submitting its Proposal, each Proposer and each person signing on behalf of any Proposer certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in the Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
- B. Unless required by law, the prices that have been quoted in the Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before opening of Proposals.
- C. No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The named Proposer(s) has not, whether directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action to restrain free competitive bidding in connection with this Proposal.

The Department considers no Proposal for award nor makes no award where there has not been compliance with this section, except as follows:

- A. If the Proposer cannot make the foregoing certification, the Proposer must furnish with the Proposal a signed statement that describes in detail the reasons why the certification cannot be made.
- B. The Project Director, or designee, determines that such disclosure was not made for the purpose of restricting competition.

None of the following requires a disclosure within the meaning of Section ITP.1.5.2 (B):

- A. A Proposer has published price lists, rates, or tariffs covering items being procured.
- B. A Proposer has informed prospective customers of proposed or pending publication of new or revised price lists for such items.
- C. A Proposer has sold the same items to other customers at the same prices being bid.

A Proposal made by a corporation is considered authorized by the board of directors of the Proposer. Authorization is defined as signing and submitting the Proposal, and includes the following declaration of noncollusion on the part of the corporation:

Utah Department of Transportation
Noncollusive Proposal Certification

I declare under penalty of perjury under the laws of the United States and the State of Utah that neither I, nor to the best of my knowledge any member or members of my firm or company, have either directly or indirectly restrained free competition on this Project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by the Utah Department of Transportation with regard to this Contract.

Signing the Proposal certifies compliance with all provisions of the above Noncollusive Proposal Certification. The Proposer shall also sign and submit Form NC (Noncollusion Affidavit) in Appendix ITP-C (Forms To Be Submitted with the Proposal). See Appendix ITP-A (Technical Proposal Instructions).

ITP.1.6 LANGUAGE REQUIREMENT

All correspondence regarding the RFP, Proposal, and the Contract shall be in English. If any original documents required for the Proposal are in any other language, the Proposer shall provide an English translation, which shall take precedence in the event of conflict with the original language.

ITP.1.7 PROPOSAL SCHEDULE

ITP.1.7.1 Anticipated Schedule for Proposal and Contract Award Process

The following is the anticipated schedule for this procurement. The Department reserves the right to alter these dates. All deadlines are 5:00 p.m., prevailing (Daylight or Standard) Mountain Time, unless otherwise noted.

**TABLE ITP-2
PROPOSAL AND CONTRACT AWARD SCHEDULE**

Submittal of Requests for Alternative Technical Concept Review (due date)	September 2, 2010
Receipt of Proposers' Questions and Clarifications by Department (due date)	September 9, 2010
One-on-One Meetings with Proposers	As Needed
Responses to Questions and Requests for Alternative Technical Concept (ATC) Review (due date)	September 16, 2010
Issuance of Final Addendum and/or Answers to Proposers' Questions	September 30, 2010
Submittal of Proposals (due date)	October 14, 2010
Submittal of Escrowed Proposal Documentation (due date)	October 19, 2010
Selection of and Notification of Design-Builder (target date)	November 4, 2010
Contract Award (target date)	December 6, 2010
Issuance of Notice To Proceed (NTP) (target date)	January 10, 2011
Substantial Completion Date (target date)	November 12, 2012

ITP.1.7.2 Proposal Due Date

Deliver the completed Proposal to the addressee at the address specified in Section ITP.2.9.1, no later

than 2:00 p.m. prevailing (Daylight or Standard) Mountain Time, on the date specified in Section ITP.1.7.1 for Submittal of Proposals (due date).

ITP.1.8 INSURANCE

Refer to Contract Documents Part 2, Section 00820S, for information regarding insurance requirements. Insurance certificates shall be submitted prior to Contract execution.

ITP.1.9 CHANGES TO THE PROPOSER'S ORGANIZATION

In order for a Proposer to remain qualified to submit a Proposal after it has been placed on the Short-List (unless otherwise approved in writing by the Department), Proposer's organization as identified in its Statement of Qualifications (SOQ) must remain intact for the duration of the procurement process. To change the organization represented in the SOQ by adding, substituting for, or deleting a Principal Participant, Key Personnel, and/or Designer, request written permission to do so from the Department at least three days prior to submitting the Proposal. If the request is to add or substitute a member to the organization, submit with the request that information specified for Principal Participant, Key Personnel, and/or Designer, in the RFQ, as applicable. If the request is to delete a Principal Participant, submit such information as may be required by the Department to show that the changed team still meets the RFQ criteria (Pass/Fail and quality).

ITP.1.10 ORGANIZATIONAL CONFLICTS AND INELIGIBLE FIRMS

The Proposer shall accept responsibility for being aware of the requirements of 23 Code of Federal Regulations (CFR) 636.116 and include a full disclosure of all potential organizational conflicts of interest in the Proposal.

By submitting its Proposal, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer will make an immediate and full written disclosure to the Department that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Department may, in its discretion, cancel the Contract. If the Proposer was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the Department, the Department may terminate the Contract for default.

No firm that is ineligible for State contracts may be part of any Proposer's team. Each Proposer is responsible for determining eligibility of its team members. In addition, the following firms participated in development of the RFP and may not be part of any Proposer's team:

- A. HDR Engineering, Inc.
- B. Horrocks Engineers.
- C. Kleinfelder.
- D. CRS Engineers.
- E. Meridian Engineers.
- F. CVL, and
- G. Stanley Consultants.

ITP.1.11 SCOPE OF WORK

For the Scope of Work and the Project Configuration, refer to Appendix 1A to Part 1—Agreement (in

the Contract Documents).

ITP.2—PROCUREMENT PROCESS

ITP.2.1 METHOD OF PROCUREMENT

This RFP is issued pursuant to authority provided in Utah Code Section 63G-6-502. The Contract will be a Design-Build (DB) contract procured using best value (price and other factors, as identified in this RFP) as a basis of selection. The intent of the Department is to award the Contract to the responsible Proposer whose Proposal is most advantageous to the State, taking into consideration the price and quality factors identified herein.

The Department procurement process for the Project involves two phases:

- A. Request for Qualifications (RFQ) and submittal of Statements of Qualifications, and the subsequent determination of the Short-List).
- B. Request for Proposals (RFP) from the Short List and submittal of Proposals, and the subsequent selection of the Design-Builder from the Proposers).

The Proposal evaluation will be based on both Pass/Fail factors and a combined evaluation of quality and price factors.

ITP.2.2 RECEIPT OF THE REQUEST OF PROPOSAL DOCUMENTS AND OTHER INFORMATION

The RFP and other information may be obtained by Proposers who have been notified of their inclusion on the Short-List from the person designated as the Department point of contact in Section ITP.2.2.1 (Department-Designated Point of Contact). The Department will provide access to the RFP on a secure Web-based project management site, to be followed by one electronic copy of the RFP on compact and/or digital video disks (CDs or DVDs).

ITP.2.2.1 Department Designated Point of Contact

All communications to the Department from Proposers must be in writing and sent by mail, or transmitted by fax or electronic mail (e-mail) and then followed by mailed correspondence, as further specified herein, marked “SR-114; Geneva Road, Roadway Widening Project” and “Procurement—Sensitive,” and addressed as follows:

Bryan Adams, Project Director
Access—Utah County Offices
3098 Executive Parkway, Suite 125
Lehi, Utah 84043
Fax: (801) 341-6341
Email: GenevaRoad@utah.gov

In general, the Department will not consider any communication delivered in any other way except as specified above, except that the Department may call informational meetings with Proposers as it deems necessary; see Section ITP.5.1 (Informational Meetings). Correspondence transmitted by fax or email will not be considered officially received until a hard copy has been received by the Department.

ITP.2.2.2 Identification of Proposer Authorized Representative

Identify in the Technical Proposal an individual authorized to act on behalf of, and to receive documents, communications, and notices for, the Proposer relating to this procurement (“Proposer Authorized Representative”). If the Proposer Authorized Representative is changed after submission of its Proposal, provide the Department’s Authorized Representative with the name and address of such new Proposer Authorized Representative. Failure to identify a Proposer Authorized Representative in writing may result in Proposer failing to receive important communications from the Department. The Department is not responsible for any such failure.

ITP.2.2.3 Rules of Contact

The following rules of contact shall apply during the Contract procurement process, which began upon the date of issuance of the RFQ and will be completed upon the earliest to occur of (a) execution of the Contract, (b) rejection of all Proposals, or (c) cancellation of this procurement. These rules are designed to promote a fair, unbiased, and legally defensible procurement process. Contact includes face-to-face, telephone, e-mail, and formal written communications.

The specific rules of contact are as follows:

- A. Proposer and its team members shall not communicate with another Proposer or its team members with regard to this RFP or either team’s Proposal, with two exceptions:
 - 1. Subcontractors that are shared between two or more Proposer teams may communicate with their respective team members, so long as those Proposers establish a protocol to ensure that the Subcontractor will not act as a conduit of information between the teams; and
 - 2. Contact among Proposer teams is allowed during Department-sponsored informational meetings.
- B. The Proposers shall correspond with the Department regarding this RFP only through the Department’s designated point of contact and the Proposer’s designated representatives.
- C. Proposers may not contact Department employees (including department heads, members of the evaluation committee[s], and any official who will participate in the decision to award the Contract) regarding the Project, except through the process identified above.
- D. Unless approved in advance by the Department in writing, the Proposers shall not contact stakeholder staff regarding the requirements of the Project, except that contact with stakeholder staff regarding coordination and scheduling issues that do not involve interpretation or understanding of RFP requirements is permissible. Stakeholder staff includes employees of the following entities:
 - 1. FHWA;
 - 2. Orem City;
 - 3. Town of Vineyard;
 - 4. UTA;
 - 5. UPRR; and
 - 6. Utah County.

- E. Any communication determined to be improper may result in disqualification, at the sole discretion of the Department.
- F. Any official information regarding the Project will be disseminated from the Department on Department letterhead and signed by the Department-designated representative.
- G. The Department will not be responsible for or bound by any oral exchange or any other information or exchange that occurs outside the official process specified herein.

ITP.2.3 PROPOSER QUESTIONS

Proposers shall be responsible for reviewing the RFP and any Addenda issued by the Department prior to the Proposal Due Date, and for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision that Proposer fails to understand. Failure of Proposer to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be provided by the Department.

The Department will consider questions submitted in writing by Proposers regarding the RFP, including requests for clarification and requests to correct errors. All questions must be received by the Department at the address specified in Section ITP.2.2.1 (Department-Designated Point of Contact) no later than the date specified in Section ITP.1.7.1 (Receipt of Proposers' Questions and Clarifications by Department), except that questions relating to the last Addendum (if issued later than 28 days prior to Proposal Due Date) may be submitted no later than seven days after the date of the Addendum. All requests shall be submitted on Form CF (RFP Comment Form) in hardcopy and electronic format using Microsoft Excel.

ITP.2.4 ADDENDA AND RESPONSES TO QUESTIONS

ITP.2.4.1 Addenda

The Department reserves the right, in its sole discretion, to revise, modify, or change the RFP and/or procurement process at any time before the Proposal Due Date (or, if Proposal Revisions are requested, prior to the due date for Proposal Revisions). Any such revision will be implemented through issuance of an Addendum to the RFP. Any such Addendum will be bound into and included as part of the Contract only if expressly stated in the Addendum. The Department is responsible for providing Addenda only to the Short-Listed Proposers; persons or firms that obtain the RFP from sources other than the Department bear the sole responsibility for obtaining any Addenda issued by the Department for the Project.

Proposer shall acknowledge in its Proposal Letter Form receipt of all Addenda and that the Proposal meets the requirements of the addenda and shall acknowledge receipt of all answers in response to Proposer questions. Failure to acknowledge such receipt may cause the Proposal to be deemed nonresponsive and be rejected. The Department reserves the right to hold group meetings with Proposers and/or one-on-one meetings with each Proposer to discuss any Addendum or response to requests for clarifications. The Department does not anticipate issuing any Addendum later than five Business Days prior to the Proposal Due Date. However, if the need arises, the Department reserves the right to issue Addenda after such date. If the Department finds it necessary to issue an Addendum after such date, then any relevant processes or response times necessitated by the Addendum will be set forth in a cover letter to that specific Addendum.

ITP.2.4.2 Correspondence and Information

No correspondence or information from the Department or anyone representing the Department regarding the RFP or the Proposal process generally shall have any effect unless it is communicated with in accordance with Section ITP.2.2.3 (Rules of Contact).

ITP.2.4.3 Responses to Questions

The Department will provide written responses to questions received from Proposers as specified in Section ITP.2.3. Summaries of the questions (without attribution) and responses will be sent to all Proposers. The responses will not be considered part of the Contract unless they are included in an Addendum, but may be relevant in resolving any ambiguities in the Contract. Inquiries resulting in any modifications to this RFP will be documented in Addenda.

ITP.2.5 COMPLIANT PROPOSAL

The Proposer shall submit a Proposal that provides all the information required by this ITP. Failure to do so may result in disqualification of the Proposal.

The Proposer shall submit the Proposal in the official format that is specified by this ITP, and sign each hardcopy of the Proposal submitted to the Department.

Proposals may be considered noncompliant and may be rejected for any of the following reasons:

- A. The Proposal is submitted on a paper form or disk other than that furnished or specified by the Department; it is not properly signed; the Proposal Letter Form (in Appendix ITP-C) is altered except as contemplated herein; or any part thereof is deleted from the Proposal package.
- B. The Proposal is illegible or contains any omission, erasure, alteration, or item not called for in the RFP or contains any unauthorized addition, conditional or alternate Proposal, or other irregularity of any kind, and the Department determines that such irregularity makes the Proposal incomplete, indefinite, or ambiguous as to its meaning.
- C. The Proposer adds any provision reserving the right to accept or reject an award or to enter into a Contract following award.
- D. The Proposer attempts to limit or modify the form of any bond; the Proposal security is not provided; and/or requested information deemed material by the Department is not provided.
- E. The Department determines the Proposal to be noncompliant in any other respect.

ITP.2.6 NONPUBLIC PROCESS

The Department will maintain a nonpublic process for the duration of this procurement. Pursuant to Subsection 63-2-304(6) of the Government Records Access and Management Act (GRAMA), all records related to this procurement, including, but not limited to Statements of Qualifications (SOQs), evaluation, and Short-List procedures, Proposals, evaluation, and selection procedures, and any records created during the evaluation and selection process will remain nonpublic records until the Contract has been executed by all necessary officials of the Design-Builder and the Department.

If the Proposer submits information in its Proposal that it believes is protected from disclosure under

GRAMA and that it wishes to protect from disclosure, the Proposer must do the following:

- A. At the time the Proposal is submitted, clearly mark as confidential all financial information, trade secrets, or other information customarily regarded as confidential business information as such in its Proposal that it regards as confidential and include a cover sheet identifying each section and page which has been so marked.
- B. With respect to each such section and page, include a statement with its response justifying the Proposer's determination that the identified information is protected.
- C. Defend any action seeking release of the records it believes to be protected and indemnify, defend, and hold harmless the State, its agents, and its employees from any judgments awarded against the State in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives the State's cancellation or termination of this procurement or Award and subsequent execution of a Contract. In submitting a Proposal, the Proposer agrees that this indemnification survives as long as the protected information is in the possession of the State.

Unless otherwise provided by law, confidential business information provided to the Department is not subject to inspection at any time by third persons under Subsections 63-2-304(1) and (2) of GRAMA.

All records pertaining to this procurement will become public information after execution of the Contract, unless such records are protected under GRAMA. Any records marked as confidential by an unsuccessful Proposer in its SOQ or Proposal will be returned to the Proposer after execution of the Contract with the Design-Builder. The records marked confidential by the successful Proposer in its SOQ and Proposal will remain confidential and will be returned to the Design-Builder upon completion and Final Owner Acceptance (FOA) of its Work under the Contract.

ITP.2.7 PROPOSAL STIPEND

By submitting a Proposal in response to the RFP, the Proposer acknowledges that the Department reserves the right to use any ideas or information contained in the Proposal in connection with any Contract awarded for the Project, or in connection with a subsequent procurement.

The Department will provide a stipend in the amount of \$80,000 to be distributed to the unsuccessful Proposers. The unsuccessful Proposers shall meet the following terms and conditions:

- A. The Proposer's Technical Proposal received a rating of "Pass" on all Pass/Fail criteria and an overall technical rating of at least "Acceptable" for all other evaluation factors.
- B. The Proposer has submitted a responsive Price Proposal.

If the procurement is cancelled prior to the Proposal Due Date, each Proposer will be provided the opportunity, at its option, to attend an interview and deliver to the Department the work product of its Proposal preparations to date. There is no specific format required for such work product.

Each Proposer that chooses to attend such an interview and deliver its work product may be paid a portion of the stipend amount, at the Department's discretion, for the work product. No portion of the stipend amount will be paid if a Proposer chooses to not attend the interview or not deliver its work product.

ITP.2.8 SEGMENTS

The Segments as defined in Part 1—Agreement, Appendix A (Project Scope) will be described and priced in accordance with Appendices A and B. The Design-Builder shall price each Segment individually. If the Segments cannot be priced under the construction funding limit, the Design-Builder shall still price all Segments.

The Segments shall be priced and submitted to EBS separately.

In preparing the Proposal, the Proposer shall include and show the priced Segments in the Proposal Baseline Construction Schedule that is at or below the construction funding limit.

ITP.2.9 SUBMISSION OF PROPOSALS

ITP.2.9.1 Submission Requirements

The Proposal shall be submitted in accordance with the ITP and the following requirements:

- A. Enclose the Technical Proposal in one or more sealed containers clearly marked with the name of the Proposer and the words “Technical Proposal—SR-114; Geneva Road, Roadway Widening Project,” see Appendix ITP-A (Technical Proposal Instructions). Deliver the Technical Proposal to:

Utah Department of Transportation, Attn: Bryan Adams
Salt Lake City Construction Division Desk
4501 South 2700 West, Fourth Floor
P.O. Box 148220
Salt Lake City, UT 84114-8220

The Price Proposal shall be submitted in accordance with ITP Appendix B.

- B. Clearly indicate that this submittal is a Proposal for the “SR-114; Geneva Road, Roadway Widening Project”, Department Project No. F-0114(21), and clearly mark the Proposer’s name and address on the outside of the containers.
- C. When sent by U.S. mail or private carrier (e.g., Federal Express, United Parcel Service), send the sealed containers in accordance with this ITP to the Department at the address of and in care of the official specified in this Section ITP.2.9, in whose office the containers are to be received; the containers shall be received by such official no later than the time and date specified in Section ITP.1.7.1. In the alternative, a Proposal may be hand-delivered by the Proposer prior to the time and date specified in Section ITP.1.7.1 to the official designated by the Department in Item (A), above.
- D. Where certified copies are required, shall stamp the document or cover with the words “Certified True Copy” and have the stamp oversigned by the Proposer’s designated point of contact.

ITP.2.9.2 Modifications to a Proposal

A Proposer may modify its Proposal in writing, in whole or part, prior to the specified time for submitting Proposals. The modification shall conform in all respects to the requirements for

submission of a Proposal. Modifications shall be clearly delineated as such on the face of the document to prevent confusion with the original Proposal and shall specifically state that the modification supersedes the previous Proposal, or a portion thereof, and all previous modifications, if any. If multiple modifications are submitted, they shall be sequentially numbered so the Department can accurately identify the final Proposal. The modification must contain complete Proposal sections, complete pages, or complete forms, as described in Appendices ITP-A and ITP-B. No line-item changes will be accepted, and no telegraphic, facsimile, or other electronically transmitted modifications will be permitted.

ITP.2.9.3 Withdrawal of a Proposal; Proposal Validity Period

A Proposer may withdraw its Proposal only by a written and signed request that is received by the Department prior to the specified time for submitting Proposals. Following withdrawal of its Proposal, the Proposer may submit a new Proposal, provided that it is received prior to the specified time for submitting Proposals.

Each Proposal shall remain valid for 90 calendar days following the Proposal Due Date (the “Contract Award Period”), which period is subject to extension by mutual agreement of the Department and the Proposer(s). No Proposer may withdraw its Proposal prior to the end of the Contract Award Period. Following expiration of the Contract Award Period, a Proposer may withdraw its Proposal without liability unless it has previously been notified of its selection by a Notice of Award issued in accordance with Section ITP-6.1. The contents of any Proposal that is withdrawn remain the property of the Department notwithstanding such withdrawal. Except as specifically permitted by this ITP or as approved in writing by the Department, any Proposer that withdraws all or any part of its Proposal shall forfeit its Proposal security.

ITP.2.9.4 No Public Opening of Proposals

There will be no public opening of Proposals. After the specified time for submitting Proposals, all Proposals will be opened in the presence of two or more Department-designated individuals and reviewed for responsiveness to the requirements of the RFP.

ITP.2.9.5 Late Proposals

The Department will not consider any late Proposals. Proposals received after the deadline for submittal of Proposals will be returned to the Proposer unopened.

ITP.2.10 EXAMINATION OF RFP PACKAGE AND WORK SITE

The Proposer shall be solely responsible for examining, and is expected to examine carefully, the Site of the proposed Work, including material pits and haul roads, and the complete Request for Proposals package, including Reference Documents and any Addenda, before submitting a Proposal.

The Proposer is responsible for all site conditions that should have been discovered had a reasonable site investigation been performed. Change order for differing site conditions will not be considered for lack of field investigations including additional geotechnical explorations during the RFP period.

Except as otherwise specified in the Contract, all Department boring logs and other records of subsurface investigations are available for information purposes only.

The Department-furnished information does not abrogate the Proposer’s responsibility for further verifications and inquiries as are necessary to properly address permanent and temporary Utility

appurtenances in the preparation of the Proposal.

The Proposer is not permitted to converse with Department personnel who know about the Project, plans, specifications, materials sites, or conditions generally prevailing in the area of the proposed Work to aid in pre-Proposal investigations, except that the Proposer may arrange (by appointment) for the Department-designated point of contact (Section ITP.2.2.1) to be present at any visit to the site of the Work by the Proposer as part of its independent investigation of the Site.

The Department is bound by written statements or representations and descriptions of conditions and work only; no oral explanations or instructions are binding.

When requesting explanations of the RFP documents, Proposer shall contact the Department-designated point of contact (Section ITP.2.2.1) not later than 21 Calendar Days prior to the Proposal Due Date to allow sufficient time for a reply before Proposal submission. The Department will respond to written requests by certified letter or electronic communications to all Proposers before the specified time for receiving Proposals.

Proposer acknowledges that it has investigated the nature and location of the Work and knows the general and local conditions that can affect the Work or its cost, including, but not limited to:

- A. Conditions bearing upon transportation, disposal, handling, and storage of Materials.
- B. The availability of labor, water, electric power, and roads.
- C. Uncertainties of weather, river stages, irrigation channel and aqueduct flow, lake and reservoir levels, or similar physical conditions of the ground.
- D. The type of equipment and facilities needed preliminary to and during performance of the Work.
- E. The character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is ascertainable from an inspection of the Site, as well as from the drawings and specifications and all exploratory work made available by the Department.

By submitting a Proposal, the Proposer acknowledges that its right to rely on Department-furnished information in the preparation of its Proposal is subject to certain limitations as specified in the Contract Documents, and that it is responsible for undertaking such further verifications and inquiries, or otherwise addressing risks, as appropriate to properly address such limitations. The submission of a Proposal shall be considered *prima facie* evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the Work (including those identified above) and as to the requirements of the Contract. The Proposer must so certify in the Proposal Letter Form (in Appendix ITP-C) in order for the Proposal to be considered valid.

ITP.3—ALTERNATIVE TECHNICAL CONCEPTS

ITP.3.1 ATC GOALS AND ELIGIBILITY

Sections ITP.3.1 through 3.2 set forth a process for pre-Proposal review of Alternative Technical Concepts (ATCs) that conflict with the requirements for design and construction of the Project, or otherwise require a modification of the technical requirements of the Project. The ATC process shall not completely evaluate all of the impacts in the Proposal. However, this process is intended to:

- A. Allow Proposers to incorporate innovation and creativity into the Proposals.
- B. Allow the Department to consider Proposer ATCs in making the selection decision.
- C. Avoid delays and potential conflicts in the design associated with the deferring of reviews of ATCs to the post-award period.
- D. Obtain the best value for the public.

ATCs eligible for consideration hereunder shall be limited to those deviations from the requirements of the as-issued Contract Documents that result in performance and quality of the end product that is equal to or better than the performance and quality of the end product absent the deviation, as determined by the Department in its sole discretion.

A concept is not eligible for consideration as an ATC if, in the Department's sole judgment, it is premised upon or would require:

- A. A reduction in Project scope, performance, or reliability.
- B. The addition of a separate Department project to the Contract (such as expansion of the scope of the Project to include additional roadways).
- C. An increase in the amount of time required for Substantial Completion.

Any ATC, if implemented, shall require further evaluation of all Project impacts, including, but not limited to, ROW, geotechnical, utilities, and environmental. The Proposer shall bear the schedule and cost risk associated with all ATC Project impacts. If the Proposer is not able to obtain the approvals necessary to implement the ATC, the Proposer will be obligated to develop the Project in accordance with existing approvals and without additional cost or extension of time.

Any ATC that has been pre-approved may be included in the Project, subject to the conditions set forth herein.

If a Proposer is unsure whether a concept is consistent with the requirements of the RFP or if that concept would be considered an ATC by the Department, the Department recommends that Proposer submit such a concept for review as an ATC.

ITP.3.2 PRE-PROPOSAL SUBMISSION OF ATC

Proposer may submit an ATC for review to the Department at the address specified in Section ITP.2.2.1, until the applicable last date and time specified in Section ITP.1.7.1. All ATCs must be submitted in writing, with a cover sheet identifying the Proposer and stating "SR-114; Geneva Road, Roadway Widening Project—Confidential ATC." Proposer shall clearly identify the submittal as a request for review of an ATC under this ITP; if Proposer does not clearly designate its submittal as an

ATC, the submission will not be treated as an ATC by the Department.

An ATC submittal shall include five copies of a narrative description of the ATC and technical information, including drawings, as described below.

ITP.3.2.1 Pre-Proposal Requirements

Each ATC submission shall include:

- A. A sequential ATC number identifying the Proposer and the ATC number (submit multipart or multi-option ATCs as separate individual ATCs with unique sequential numbers).
- B. A description and conceptual drawings of the configuration of the ATC or other appropriate descriptive information.
- C. The locations where, and an explanation of how, the ATC will be used on the Project.
- D. Any change in routine maintenance requirements associated with the ATC, including ease of maintenance.
- E. Any change in the anticipated life of the item(s) comprising the ATC.
- F. Any reduction in the time period necessary to design and construct the Project resulting from implementing the ATC, including, as appropriate, a description of method and commitments.
- G. References to requirements of the RFP that are inconsistent with the proposed ATC, an explanation of the nature of the deviations from said requirements, and a request for approval of such deviations.
- H. The analysis justifying use of the ATC and why the deviation, if any, from the requirements of the RFP should be allowed.
- I. A preliminary analysis of potential impacts on vehicular traffic (both during and after construction), ROW, geotechnical, utilities, environmental permitting, local community, safety, and life-cycle Project and infrastructure costs, including impacts on the cost of repair, maintenance, and operation.
- J. A description of other projects on which the ATC has been used, the degree of success or failure of such usage, and the names and contact information (including telephone numbers and e-mail addresses) of project owner representatives who can confirm such statements.
- K. A description of added risk to the Department or third parties associated with implementing the ATC.
- L. An estimate of any additional Department, Proposer, or third-party cost associated with implementation of the ATC.
- M. An estimate of the Proposal Price adjustment should the ATC be approved and implemented.
- N. An analysis of how the ATC is equal or better in quality and performance than the requirements of the Contract Documents, as applicable.

ITP.3.2.2 ATC Disclosures

Proposer shall not make any public announcement or disclosure to third parties concerning any ATC until after pre-approval (including conditional pre-approval) has been obtained. Following pre-approval (including conditional pre-approval), if a Proposer wishes to make any such announcement or disclosure, it must first notify the Department in writing of its intent to take such action, including details as to date and participants, and obtain prior written consent of the Department, in its sole discretion, to do so.

If implementation of an ATC will require approval by a third party (e.g., a governmental authority),

Proposer shall take full responsibility for, and bear the full risk of, obtaining any such approvals after award of the Contract and submission of data; provided, however, that the Department shall retain its role as liaison with any governmental authorities, as more particularly described in the Contract Documents and as may be applicable. If any required third-party approval is not subsequently granted with the result that Proposer must comply with the requirements of the original RFP, Proposer will not be entitled to a Change Order for additional compensation or time under the Contract, as applicable.

If the Department determines, based on a proposed ATC or otherwise, that the RFP contains an error, ambiguity, or mistake, the Department reserves the right to modify the RFP to correct the error, ambiguity, or mistake, regardless of any impact on a proposed ATC.

ITP.3.2.3 Department Review of Submission of ATCs

The Department may request additional information regarding a proposed ATC at any time and will respond to each Proposer regarding its ATC on or before the applicable last date set forth in Section ITP.1.7.1, provided that the Department has received all required and requested information regarding such ATC.

The Department's responses will be limited to one of the following statements:

- A. The ATC is acceptable for inclusion in the Proposal.
- B. The ATC is not acceptable for inclusion in the Proposal.
- C. The ATC is not acceptable in its present form, but may be acceptable upon the satisfaction, in the Department's sole discretion, of certain identified conditions which must be met or clarifications or modifications that must be made.
- D. The submittal does not qualify as an ATC but may be included in Proposer's Proposal because it appears to be within the requirements of the RFP.

The Department will make a preliminary determination on whether to accept and approve an ATC for submission. However, Proposer will be responsible for ensuring that the Proposal submittal complies with the requirements of the RFP.

Approval of an ATC will constitute a change in the specific requirements of the Contract Documents, as applicable, associated with the approved ATC for the specific Proposer. Each Proposer, by submittal of its Proposal, acknowledges that the opportunity to submit ATCs was offered to all Proposers, and waives any right to object to the Department's determinations regarding acceptability of ATCs.

The Department's rejection of a pre-Proposal submission of an ATC will not entitle Proposer to an extension of the Proposal Due Date or the date that the ATCs are due; however, the foregoing shall not limit the Department's absolute and sole right to modify the Proposal Due Date or any other date in connection with this procurement.

The Department anticipates that its comments provided to a Proposer will be sufficient to enable the Proposer to make any necessary changes to an ATC. However, if a Proposer wishes additional clarifications regarding necessary changes, the Proposer may provide a written request for clarifications under Section ITP.2.3.

ITP.3.2.4 Incorporation of ATCs into the Contract Documents

Following Award of the Contract, any ATC that was pre-approved by the Department and incorporated in the Proposal by the successful Proposer shall be included in the Contract Documents, as applicable. If the Department responds to any ATC by stating that it would be acceptable if certain

conditions were met, those conditions will become part of the Contract Documents, as applicable. The Contract Documents will be conformed after award, but prior to execution of the Contract, to reflect the ATC, including any Department conditions thereto. Notwithstanding anything to the contrary herein, if Proposer does not comply with one or more Department conditions of pre-approval of an ATC or Proposer fails to obtain a required third-party approval of an ATC, the Proposer shall bear all risk and costs associated with not incorporating the pre-approved ATC and shall comply with the original requirements of the RFP without additional cost or extension of time as set forth in the Contract, as applicable.

During negotiation of the final terms of the Contract (prior to execution of the Contract), any ATC from unsuccessful Proposers may, in the Department's sole discretion, be presented to the selected Proposer for possible incorporation in the Contract Documents, as applicable. In addition, following execution of the Contract, any ATC from unsuccessful Proposers may, in the Department's sole discretion, be presented to the selected Proposer as a Change Order in accordance with the Contract, as applicable.

Whether and when additional Right-of-Way (ROW) would be required to implement a Proposer's ATC, Proposers are advised that they shall:

- A. Be solely responsible for all costs associated with the acquisition of any such ROW, including the cost thereof and obtaining any necessary environmental approvals;
- B. Any additional ROW shall be purchased by the Proposer for the Project, with final title reflecting the State of Utah as owner;
- C. Not be entitled to any Change Order for time or money as a result of site condition [e.g., hazardous materials, differing Site conditions, geotechnical issues, Utilities] on such additional ROW; and
- D. Not be entitled to any Change Order for time or money as a result of any delay, inability, or cost associated with the acquisition of such ROW.

ITP.3.2.5 ATC Confidentiality

Subject to the provisions of GRAMA, ATCs and all communications regarding ATCs will remain confidential until a decision is made to select a Proposer or cancel the procurement, at which time all confidentiality rights, if any, shall be of no further force and effect except as otherwise allowed under GRAMA and applicable law. By submitting a Proposal, Proposer agrees, if it is not selected, to the disclosure of its work product to the successful Proposer.

ITP.4—PROPOSAL REQUIREMENTS

ITP.4.1 LEGAL AUTHORITY AND LICENSING REQUIREMENTS

Proposers shall be licensed as required by applicable Federal and State laws, rules, and regulations. Evidence of proper licensing shall be required to be provided prior to execution of the Contract by the selected Proposer.

ITP.4.2 CURRENCY

The pricing information in the Price Proposal shall be provided in U.S. currency (dollars) only.

ITP.4.3 PROPOSAL SECURITY

ITP.4.3.1 Proposal Security Requirements

Each Proposal that is submitted for the Project must be accompanied by a Proposal security (see Appendix ITP-C). The Proposal security must be presented in the form of a certified cashier's check or a bond. If a bond is submitted, it shall be issued by a surety meeting the financial requirements stated in ITP Appendix ITP-A, Section ITP.A3.3.2., and listed as possessing a Certificate of Authority under the U.S. Department of the Treasury Circular 570. The Department will declare a Proposal nonresponsive if Proposer's Surety is not listed in the Department of Treasury Circular 570 or if coinsurance, reinsurance, or other acceptable method is not provided when a company's underwriting limitation is deemed insufficient. The Proposal security guarantees that the Proposer will enter into a Contract within a specified period of time and will furnish the required performance and payment bonds.

The amount of the Proposal security will be 5 percent of the Contract Amount.

ITP.4.3.2 Return of Proposal Security

A Proposal security presented in the form of a check, if not forfeited, will be returned as follows:

- A. For all Proposers other than the apparent best-value and second-best-value Proposers, immediately following the announcement of the best-value determination.
- B. For the apparent second-best-value Proposer, if it is not awarded the Contract, ten days after the Contract is executed with the best-value Proposer.
- C. For the successful Proposer, after satisfactory Payment and Performance Bonds has been furnished and the Contract has been executed.

A Proposal security presented in the form of a bond will be returned only upon the request of an unsuccessful Proposer after execution of the Contract. A Proposer is not released from the Proposal obligation because of an alleged error in the preparation of the Proposal unless the Department returns the Proposal security.

ITP.4.3.3 Rights Reserved

Each Proposer understands and agrees, by submitting its Proposal, that the Department reserves the right to reject any and all Proposals, or any part of any Proposal, and that, without written consent of the Department, the Proposal may not be withdrawn during the Contract Award Period (as defined in Section ITP.2.8.3) or at any time prior to execution and delivery of the Contract if the Proposer has received Notice of Award.

Each Proposer further understands and agrees that it shall forfeit its Proposal security if it should:

- A. Withdraw any part or its entire Proposal except as specifically permitted by this ITP or as approved in writing by the Department.
- B. Refuse or be unable to enter into the Contract, as provided under this Section ITP.4.3.
- C. Refuse or be unable to furnish adequate and acceptable Performance and Payment

Bonds.

- D. Refuse or be unable to furnish adequate and acceptable insurance, as provided herein.
- E. Refuse or be unable to furnish the Proposal information (in Appendix ITP-A), all pricing information specified (in Appendix ITP-B), or Best-and-Final-Offer (BAFO) documents (in the event of a BAFO).

The Proposer understands that any material alteration of documents specified in this Section ITP.4.3 or of the form of the Proposal Bond (Appendix ITP-C), other than that requested, will render the Proposal nonresponsive and noncompliant.

ITP.4.4 ESCROWED PROPOSAL DOCUMENTATION

Requirements regarding the contents of the Escrowed Proposal Documents (EPDs) are set forth in Contract Documents Part 2, Section 00515S. The Design-Builder shall submit the EPDs in the format actually used by the Design-Builder in preparing its Proposal. The Department does not intend the Proposers to perform any significant extraordinary work in the preparation of these documents prior to the Proposal Due Date. However, by submittal of the EPDs, each Proposer represents and warrants that the EPDs have been personally examined by an authorized officer of the Proposer prior to delivery to escrow and that they meet the requirements of said Section 00515S, and are adequate to enable a complete understanding and interpretation of how the Design-Builder arrived at its Proposal Price.

Each Proposer shall deliver the Escrowed Proposal Documentation (EPD) together with the signed Escrow Instructions, into escrow not later than the date specified in Section ITP.1.7, Proposal Schedule. A copy of the signed Escrow Agreement (Form EPD, in Appendix ITP-C) shall be delivered within the same time period to:

Utah Department of Transportation
Salt Lake City Construction Division Desk
4501 South 2700 West—Fourth Floor
P.O. Box 148220
Salt Lake City, UT 84114-8220

ITP.4.5 PROPOSAL SIGNATURES, QUANTITIES, AND COSTS

ITP.4.5.1 Required Signatures

The Proposal Letter Form (in Appendix ITP-C) and the Price Proposal Cover Sheet (Form PP, also in Appendix ITP-C) shall be signed by an authorized representative of the Proposer. If the Proposer is a joint venture (JV), the Proposal shall be signed by all members of the JV board on their own behalf or the Proposer. If any signatures are provided pursuant to a power of attorney, the original or a certified copy of the power of attorney shall be provided, together with evidence of authorization.

ITP.4.5.2 Quantities of Proposal Documents

The Proposer shall provide the following quantities of the Proposal documents:

- A. Price Proposal: one original and a complete set of Escrowed Proposal Documents (see Appendix ITP-B).
- B. Technical Proposal (including the Contract Documents Part 10—Design-Builder's

Proposal and Pricing Information and the Supplemental Selection Information): One original and fifteen certified copies, and one electronic copy (see Appendix ITP-A).

ITP.4.5.3 Cost of Preparing Proposal

The cost of preparing the Proposal and any other costs incurred at any time before or during the Proposal process, including costs incurred for any interviews, shall be borne by the Proposer, except for any costs paid in accordance with Section ITP.2.7 (Proposal Stipend).

ITP.4.6 OBLIGATION TO AWARD

The Department shall be under no obligation to award the Contract to the Proposer submitting the lowest priced Proposal or to any Proposer that has been included on the Short-List, or to award the Contract at all.

ITP.4.7 ADDITIONAL SUBMITTALS BEFORE CONTRACT EXECUTION

In addition to the copies submitted pursuant to Section ITP-4.5.2, the selected Proposer shall submit an original and three certified copies of the Technical Proposal (see Appendix ITP-A), the Price Proposal (see Appendix ITP-B), and all BAFO documents to the Department prior to Execution for inclusion in the Contract.

ITP.4.8 RESOURCE AVAILABILITY

The Department is concerned that the resources in terms of people, equipment, material, and supplies planned to be used on the Project (if awarded to the Proposer) be available to the Proposer and not be also committed to other projects. Accordingly, the Proposer shall affirmatively state that, if the Proposer is awarded the Contract, the resources shown or indicated in the Proposal will be available, to the extent within Proposer's control. The Proposer shall affirmatively commit to undertake all reasonable efforts to provide all the Key Personnel identified in its Proposal on a full-time basis for the periods necessary to fulfill their responsibilities. Proposer's statement regarding availability of personnel shall also cover design personnel. See Form CR (Commitment To Assign Identified Resources to Project) (in Appendix ITP-C).

ITP.5—PRE-PROPOSAL INFORMATIONAL MEETINGS

At any time prior to the Proposal Due Date, the Department may hold joint informational meetings (with all Proposers or with individual Proposers). If an individual informational meeting is offered to one or more Proposers, it will be offered to all Proposers.

ITP.5.1 ONE-ON-ONE MEETINGS

The Department intends to conduct one-on-one meetings with each Proposer to discuss issues and clarifications regarding the RFP and Proposer's ATCs. The Department reserves the right to disclose to all Proposers any issues raised during the one-on-one meetings, except to the extent that the Department determines, in its sole discretion, that such disclosure would impair the confidentiality of an ATC or would reveal a Proposer's confidential business strategies. Participation at such meetings by the Proposers shall be mandatory.

ITP.5.1.1 Meeting Requirements

The one-on-one meetings are subject to the following:

- A. The meetings are intended to provide Proposers with a better understanding of the RFP.
- B. The Department will not discuss any Proposal or ATC with any Proposer other than its own.
- C. Proposers shall not seek to obtain commitments from the Department in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer.
- D. No aspect of these meetings is intended to provide any Proposer with access to information that is not similarly available to other Proposers, and no part of the evaluation of Proposals will be based on the conduct or discussions that occur during these meetings.

Persons attending the one-on-one meetings must sign an acknowledgment of the foregoing rules and to identify all participants from Proposer, whether attending in person or by telephone.

ITP.5.1.2 Questions and Responses

If any one-on-one informational meeting is held, the Department reserves the right to disclose to all Proposers any issues raised during the one-on-one meetings. However, the Department will not disclose any information pertaining to an individual Proposer's Proposal, ATCs, or other technical concepts to other Proposers.

ITP.5.2 OTHER MEETING INFORMATION

ITP.5.2.1 Other Meetings

Additional meetings may be requested by the Department in writing to the Proposers to further discuss these issues.

ITP.5.2.2 Statements at Meetings

Nothing stated at any pre-Proposal meeting or included in a written record or summary of a meeting will modify the ITP or any other part of the RFP unless it is incorporated in an Addendum issued pursuant to Section ITP.2.4.1.

ITP.5.2.3 Attendees

If any informational meeting is held, the Proposer will be expected to attend with appropriate members of its proposed Key Personnel and, if required by the Department, senior representatives of the proposed Designer and proposed IQF.

ITP.6—CONTRACT AWARD AND EXECUTION

ITP.6.1 CONTRACT AWARD

Unless all Proposals are rejected or this procurement is cancelled, the Contract shall be awarded to the responsive Proposer that is responsive to the RFP and that provides the best value to the State of Utah, as determined by the Department's Selection Official in accordance with Section ITP.7.5 (Best-Value Determination).

The Department will provide Notice of Award to the successful Proposer in the form of a letter mailed to the address shown on the Proposal, stating that the Proposal has been accepted and the Contract has been awarded.

Within ten days after the Department issues the Notice of Award, the selected Proposer shall notify the Department in writing of the name and address of its agent for service of legal process in Utah and provide the Department, in writing, Proposer's Federal Internal Revenue Service Employer Identification Number or, if Proposer is an individual with no employer identification number, Proposer's Social Security Number. The Proposer shall not change that authorized agent without prior written notice to the Department.

Within fifteen days after the Department notifies the selected Proposer that the Department will award the Contract to that Proposer, the selected Proposer shall deliver to the Department the following items:

- A. An original and three certified copies of Volumes 1 through 6 of the Technical Proposal and supplemental information in the format specified in Appendix ITP-A (Technical Proposal Instructions), Table ITP-A-1.
- B. Price Proposal (including the Supplemental Price Information, if any) in the format specified in Appendix ITP-B (Price Proposal Instructions) (see Section ITP.4.7 [Additional Submittals Before Contract Execution]).
- C. Revised Proposal documents, if applicable.
- D. Required Payment and Performance Bonds (in Appendix ITP-C).
- E. Insurance certificates.
- F. Employment Status Verification (refer to Part 2, Section 00820, Article 1.6.E);
- G. Health Insurance Coverage Certification and Actuary Statement, for the Design-Builder and all identified Subcontractors (at all tiers) with an anticipated subcontract value of \$750,000 or more, to be provided on company letterhead (refer to Part 2, Section 00820, Article 1.6.H);
- H. The fully executed Contract Documents, together with evidence (if not previously provided) as to the authority, power, and capacity of the signatory to bind the Proposer to the Contract.
- I. Evidence that the Designer and Contractor are properly licensed, if not previously provided.

Failure to comply with the above may result in cancellation of the Notice of Award and forfeiture of the Proposal security. Proposer's are informed recent laws and Utah Administrative Code require the

Design-Builder and its Subcontractors to certify compliance with qualified “Health Insurance Coverage” requirements and to participate and use the “Employment Verification Status” for the hiring of employees after 7/01/09, which will be required for Contract execution and subsequent Subcontractor acceptance. Proposer is advised to ensure their team members meet these requirements prior to submitting their Proposal in order to prevent cancellation of the Contract as a result of non-compliance.

Refer to Contract Documents Part 1—Agreement for a sample of the Agreement that the selected Proposer will be required to sign. The selected Proposer shall not make any additions to, deletions from, or other changes to the required Agreement (i.e., shall leave the form blank), but shall submit a letter providing the information necessary to enter the appropriate information into the form. The Department will use the letter information to complete the Agreement, then give the completed Agreement to the selected Proposer for signature, attachment of exhibits, and return to the Department.

At the time of the return of the executed Contract, the successful Proposer shall furnish a Payment Bond and a Performance Bond in accordance with Part 2, Section 00515S (Award and Execution of Contract), each in a sum equal to the amount specified. The surety and form of the Bonds must be acceptable to the Department.

ITP.6.2 EXECUTION OF CONTRACT

Within ten days of receiving the Contract Documents from the Department, the successful Proposer shall execute the Agreement, Part 1 of the Contract Documents, provide other required documents including Payment and Performance Bonds, and comply in all respects with the statutory provisions relating to the Contract.

In case of failure or refusal on the part of the successful Proposer to deliver the duly executed Agreement and other required documents to the Department within the ten-day period, the amount of the Proposal security may be forfeited and paid to the Department. If the Agreement is not executed by the Department within 45 days following receipt from the successful Proposer of the signed Agreement and other required documents, the Proposer shall have the right to withdraw the Proposal without penalty.

If the Department and the successful Proposer fail to execute and deliver the Agreement within the time periods identified above, award of the Contract may be made to the next apparent best-value Proposer, or the Work may be re-advertised and completed under a different contract or otherwise, as the Department may decide.

The Contract will not be effective until the Agreement has been fully signed and executed by all of the parties thereto.

ITP.7—PROPOSAL EVALUATION

The Department's goal is to create a fair and uniform basis for the evaluation of the Proposals in compliance with all applicable legal requirements governing this procurement.

The Proposals shall be submitted in two separate parts per the ITP, the Technical Proposal (including the Supplemental Selection Information) and the Price Proposal. The information contained in the Proposal will not be disclosed to the public or any Proposer until after Contract execution.

The written Technical Proposal will be evaluated on the Pass/Fail, technical factors, and a risk analysis profile of best-value elements; the Price Proposal will be evaluated on the pricing factors identified herein. The Department's Selection Committee will determine the Pass/Fail status and overall technical rating of each Proposal before reviewing the Price Proposal. The Selection Committee will then review the Price Proposal and prepare a recommendation to the Selection Official indicating which Proposal represents the best value to the Department. The Selection Official will assess the Selection Committee's recommendation and make a determination as to which Proposer represents the best value. All added value elements will be considered in the evaluation process but proposals with a major element or elements of work that clearly contributed to a significant added value will overturn the lowest price selection.

When determining the best value, the Proposal Price shall be approximately equal to the combined overall technical ratings for (a) experience and qualifications, (b) management approach, (c) technical solutions, and (d) project support. However, many of the technical factors are not price related and the technical score shall not overcome more than 10% of the Proposal Price. All Proposals will be evaluated technically and rated.

The Selection Committee will establish the lowest Price Proposal as the proposal with all Segments or the highest number of Segments included in the price whose cost is at or below the construction funding limit.

Based on the technical evaluations and Price Proposals the Selection Committee will determine which of those technical proposals provides the best value and make the selection.

The best value determination will be based on:

- A. The Price Proposal that includes all the Segments, lowest price, the risk analysis of the added value elements, and best technical score; or
- B. The Price Proposal that includes the greatest number of Segments, lowest price, the risk analysis of the best-value elements, and the best technical score.

The Selection Committee will make its best value recommendation to the Deputy Director.

The Department reserves the right to reject any or all Proposals, to waive technicalities, or to advertise for new Proposals if, in the judgment of the Department, the best interests of the public will be promoted thereby.

When preparing their Proposals, Proposers should keep in mind and address the Project goals identified in Section ITP.1.1.

ITP.7.1 EVALUATION FACTORS AND CRITERIA

ITP.7.1.1 Pass/Fail Factors and Subfactors

Each Proposal must achieve a rating of “Pass” on every Pass/Fail factor or subfactor listed in Sections ITP-7.1.1.1 through ITP-7.1.1.3 to receive further consideration. Failure to achieve such a “Pass” rating after any communications (See Section ITP.7.2.1) will result in the Proposal being declared unacceptable and the Proposer being disqualified. Prior to making such determination, the Department may offer a Proposer the opportunity to provide supplemental information or clarify its Proposal, including the opportunity to identify a guarantor and provide financial information for such entity.

ITP.7.1.1.1 Legal

The legal Pass/Fail requirements are as follows:

- A. Provision of a properly completed and executed Proposal Letter Form (in Appendix ITP-C).
- B. Provision of a properly completed and executed Form NC.
- C. Provision of evidence that the individuals proposed to carry out engineering, architecture, landscape architecture, construction, and surveying within the State to obtain license prior hold appropriate licenses or that they have the capability to obtain licensure prior to award of the Contract.
- D. Provision of all other specified forms and documents properly completed and signed (if required) that do not identify any adverse information.
- E. Provision of the organizational documents showing that the Proposer has the legal capacity to undertake design and construction of the Project, including appropriate provisions for management and decision-making within the organization as well as for continuation of the Proposer in the event of bankruptcy or withdrawal of any of its members, and consistent with Project requirements.
- F. No change in the Principal Participants and Key Personnel listed in the Proposer’s SOQ since submission of the SOQ, or previous advisement of any such change by the Proposer to the Department, consent of the Department to such change, and inclusion in the Proposal of a true and correct copy of the Department’s written consent.
- G. Compliance with any other legal requirements identified in Appendix ITP-A.

ITP.7.1.1.2 Financial

The financial Pass/Fail requirements are as follows:

- A. Provision of Proposal security meeting the RFP requirements.
- B. Provision of updated financial information, as specified in Appendix ITP-A, showing that the Proposer has the financial capacity to undertake design and construction of the Project, including the capability of effectively managing the scheduled cash flow as well as any unanticipated cash flow needs of the Project.
- C. In the event that the Proposer was advised that its members and/or their parent companies or other entities were required to provide a guaranty, provision of an irrevocable letter of confirmation from each such entity that it is prepared to provide

the guaranty in the required form, as specified in Appendix ITP-A.

- D. Provision of all other specified forms and documents, properly completed and signed (if required), and compliance with any other financial requirements, as identified in Appendix ITP-A.

ITP.7.1.1.3 Other

The Pass/Fail requirements include provision of all required forms included in Appendix ITP-C, properly completed and signed (if applicable), and provision of all information specified in Appendices ITP-A and ITP-B, in the manner, format, and detail specified, without alteration of the forms, except as expressly permitted by the instructions.

ITP.7.1.2 Technical Proposal

The technical evaluation factors are as follows:

- A. Management Approach is of equal importance as Technical Solutions.
- B. Project Support is of equal importance as Experience and Qualifications.
- C. Project Support and Experience and Qualifications each have half the importance of either Management Approach or Technical Solutions.

The technical evaluation factors listed in this Section ITP.7.1.2 and the subfactors listed in Sections ITP-7.1.2.1 through ITP-7.1.2.4 will be evaluated and rated using the rating guidelines specified in Section ITP.7.2, with special attention given to the desired quality expressed in the statement of each factor and/or subfactor. No Proposals that receives a technical rating of less than “ACCEPTABLE—” for any technical evaluation factor will be selected for award.

ITP.7.1.2.1 Management Approach Subfactors

The Department objective when evaluating the Management Approach will center on an organization that is designed with clear lines of responsibility, quality personnel, and well-defined roles that respond to the Project Goals and identified best value opportunities as follows:

- A. **Goals**
- Successfully deliver the Project to Substantial Completion no later than the date required by the Contract;
 - Provide the full Project through competitive pricing and deliver it within a fixed budget.
 - Facilitate efficient management and operation of SR-114; Geneva Road, Roadway Widening Project through Project performance; and
 - Facilitate participation by Disadvantaged Business Enterprises (DBEs), women-owned business enterprises, and minority business enterprises, consistent with the Contract Documents and applicable Laws.
- B. **Approach**
- Fully integrated team including specialty Subcontractors and subconsultants with relevant past experience in similar Design-Build highway/roadway projects;
 - Comprehensive organizational chart;

- Key Personnel and staffing plan that have clear relevant experience in the assigned project roles;
 - Partnering throughout with all parties including UDOT;
 - Empowerment of all levels of the organization to make decisions in coordination with their Department counterparts and, if need be, a system to elevate issues to ensure rapid decision-making;
 - Quality through a well-defined and executed Quality Management Plan for design and construction;
 - A disciplined strategy for design, design quality and design review, safety, risk management, public involvement, and securing of third-party approvals; and
 - A comprehensive strategy for construction management, logistics, hauling, access, construction sequencing, minimizing public disruptions, safety, subcontracting, DBEs, and other job training. Refer to Contract Documents, Part 5, Section 00451S for information regarding DBE requirements.
- C. The Management Approach factors shall be presented in the Proposal in the following categories:
- Proposed Project Controls including Baseline Construction Schedule and Schedule of Values;
 - Organization and Communication Structure;
 - Approach to Project Management Plan including Quality Plan and Commitment to Quality; and
 - Other Project Management Plan components, including:
 - a. Disputes avoidance and issue resolution; and
 - b. Design and construction management.

Specific information to be submitted is identified in Appendix ITP-A (Technical Proposal Instructions).

ITP.7.1.2.2 Technical Solutions Factors

The Department's objective when evaluating the Technical Solutions will center on innovative design and construction solutions that effectively respond to and address the Project's Goals and identified best value opportunities as follows:

A. Goals

1. Comply with environmental and agency requirements;
2. Cooperate and coordinate with Orem City and Town of Vineyard regarding utilities and other third parties, including UTA and UPRR, in the development, design, and construction of the Project;
3. Cooperate and Coordinate with the I-15 CORE project regarding maintenance of traffic, the construction of interrelated facilities and the concurrent construction of both projects, while minimizing the impacts to the driving public, businesses, communities, schools and adjacent property owners.

4. Cooperate and coordinate with stakeholders including home owners and school districts;
5. Secure quality design and construction services that meet or exceed the Department's technical requirements; and
6. Provide innovation to approach and process in developing and executing ATC's providing best value to the Department, the reuse of existing materials, and aesthetics and landscaping.

B. Approach

1. Identify and discuss all innovative and creative approaches including the reuse of existing materials and process proposed in the technical solutions;
2. The approach to plan and coordinate the design and construction activities with third parties and Stakeholders;
3. Discuss the approach to efficiently coordinate the design and relocation of Utilities;
4. The environmental and community sensitivity approach and comprehensive mitigation commitment program; and
5. The plan for coordination with the I-15 Corridor Reconstruction Project and other projects.

C. The Technical Solutions factors shall be presented in the Proposal in the following categories:

1. Roadway and Drainage Design and Construction Approach:
 - a. Drainage Design and Construction Approach;
 - b. Pavement Design Concepts; and
 - c. Roadway Geometrics;
2. Structures Design and Construction Approach;
3. Coordination with I-15 Corridor Reconstruction Project and other projects;
4. Geotechnical Approach;
5. Environmental compliance approach;
6. Utility, Freight, and Transit Coordination Approach;
7. Traffic; and
8. ATC's and Innovation Approach.

See Appendix ITP-A for details regarding this factor and the specific information to be submitted as part of the Proposal.

ITP.7.1.2.3 Project Support Factors

The Department's objective when evaluating the Technical Solutions will center on innovative design and construction solutions that effectively respond to and address the Project's Goals and identified best value opportunities as follows:

A. Goals

1. Maintain mobility and safety through the Project area during construction of the Project by providing and implementing a detailed, innovative and comprehensive maintenance of traffic plan, while minimizing impacts to the public, businesses, communities, schools, and adjacent property owners through effective communication, cooperation, and coordination; and
 2. Maintain good public relations during construction through an effective public information program and efficient maintenance of traffic.
- B. **Approach**
1. Center on an approach that is designed to minimize disruption and maximizes safety for the Project.
- C. The Project Support factors shall be presented in the Proposal in the following categories:
1. A comprehensive Maintenance of Traffic (MOT) Plan that minimizes impacts and disruption to the traveling public and surrounding communities in general and that specifically addresses I-15 traffic access, Geneva Road, and abutter ingress and egress;
 2. Safety plan (schools and public); and
 3. Public Information Plan.

See Appendix ITP-A for details regarding this factor and the specific information to be submitted as part of the Proposal.

ITP.7.1.2.4 Experience and Qualifications Factors

When evaluating the Experience and Qualifications factor, the Department objective will center on technical personnel with proven expertise on similar projects. Both the Experience factor and the Qualifications factor have the following two categories:

- A. Key Personnel; and
- B. Resumes.

ITP.7.1.2.5 Weighting of Evaluation Factors and Subfactors

Table ITP-3 presents the relative weighting of the evaluation subfactors and of the factor categories. The weighting values in Table ITP-3 shall be applied to factors and subfactors that provide best value and rate above “Acceptable”. All ratings of “Acceptable” shall receive a score of “0” (zero).

ITP.7.1.3 Price Proposal

The Proposer shall submit its Pricing Information as part of the Price Proposal in accordance with Appendix ITP-B (Price Proposal Instructions) for the Project.

The Proposer shall base its Price Proposal on the following assumptions:

- A. The Department will issue a Notice To Proceed within 14 Calendar Days after the Contract is executed.
- B. The Design-Builder shall complete the Work on or before Substantial Completion.

**TABLE ITP-3
RELATIVE IMPORTANCE OF TECHNICAL FACTORS AND SUBFACTORS**

<i>Technical Factor and Subfactor</i>	<i>Weighting</i>	
	<i>Subfactor</i>	<i>Factor</i>
<u>Management Approach</u>		
Goals:		
<ul style="list-style-type: none"> • <i>Successfully deliver the Project to Substantial Completion no later than by the date required in the Contract</i> • <i>Provide the full Project through competitive pricing and deliver it within a fixed budget</i> • <i>Facilitate efficient management and operation of the SR-114, Geneva Road, Roadway Widening Project through Project performance</i> • <i>Facilitate participation by Disadvantaged Business Enterprises (DBEs), women-owned business enterprises, and minority business enterprises, consistent with the Contract Documents and applicable</i> 		
Technical Factors:		
*Proposal approach provides a contractual commitment to the re-sequencing of work to avoid delays to the critical path throughout the project, such as construction delays and ROW acquisition delays.	2	
*Provide a contractual commitment in the project schedule and approach that provides reduced risk of change in conditions.	2	
*Commitment to partnering resulting in a no claims approach to delivering the project within the fixed price.	2	
Proposed Project Controls including Baseline Construction Schedule	2	
Organization and Communication Structure	1	
Approach to Project Management Plan including Quality Plan and Commitment to Quality	2	
Design and Construction Management	1	
	Factor Total	12
* Technical Factors that will also be evaluated for added value as part of the risk analysis.		
<u>Technical Solutions</u>		
Goal:		
<ul style="list-style-type: none"> • <i>Comply with environmental and agency requirements;</i> • <i>Cooperate and coordinate with Orem City, Town of Vineyard, utilities and other third parties, including UTA and UPRR, in the development, design and construction of the Project;</i> • <i>Cooperate and coordinate with the I-15 CORE project regarding maintenance of traffic, the construction of interrelated facilities and the concurrent construction of both projects, while minimizing the impacts to the driving public, businesses, communities, schools and adjacent property owners</i> • <i>Cooperate and coordinate with stakeholders in the development, design and construction of the project;</i> • <i>Secure quality design and construction services that meet or</i> 		

exceed the Department's technical requirements; and

- *Provide innovation to approach and process in developing and executing ATC's providing best value to the Department, reuse of existing materials, and aesthetics and landscaping.*

Technical Factors:

*Innovative geotechnical approach such as;	2	
1) The Design-Builder assumes the risk for lateral spread and global stability,		
2) Innovative approach to addressing lateral spread and global stability.		
*Third party and stakeholder partnering that results in technical and/or financial benefits to the project.	1	
Roadway design including geometric and construction Approach	2	
Pavement Design Concepts	1	
Drainage Design and Construction Approach	2	
Structures Design and Construction Approach	2	
Coordination plan with I-15 Corridor Reconstruction Project and other projects	2	
Traffic	1	
Utility and Railroad Coordination Approach	2	
		15
ATC's and Innovation Approach		6
Factor Total		21

* Technical Factors that will also be evaluated for added value as part of the risk analysis.

Project Support

Goals

- *Maintain mobility and safety through the Project area during construction of the Project by providing and implementing a detailed, innovative and comprehensive maintenance of traffic plan, while minimizing impacts to the public, business, communities, schools, and adjacent property owners through effective communication, cooperation, and coordination*
- *Maintain good public relations during construction through an effective public information program and efficient maintenance of traffic*

Technical Factors:

*Significant reduced impacts to I-15 CORE reconstruction MOT.	2	
Maintenance of Traffic Plan	3	
Safety Plan	1	
Public Information Plan	2	
Factor Total		8

* Technical Factors that will also be evaluated for added value as part of the risk analysis.

Experience and Qualifications

Goals

-
- *Facilitate participation by Disadvantaged Business Enterprises (DBEs), women-owned business enterprises, and minority business enterprises, consistent with the Contract Documents and applicable Laws*
 - *Ensure the Project is designed, constructed and managed by highly experienced & qualified personnel*

Technical Factors

Experience—Key Personnel	1	
Experience—Resumes	1	
Qualifications—Key Personnel	1	
Qualifications—Resumes	1	
Factor Total	4	
OVERALL TOTAL	45	

ITP.7.1.3.1 Evaluation Factors

Specific information to be submitted is identified in Appendix ITP-B. The following factors will be considered in the price evaluations:

- A. Proposal Price.
- B. Price accuracy, completeness, and reasonableness as reflected in the Schedule of Values (Form SOV, in Appendix ITP-C).

Each Proposal shall specify the sum for which the Work will be performed according to the RFP (the Proposal Price).

The Department reserves the right to reject any Proposal if it determines that the Price Proposal is significantly unbalanced to the potential detriment of the Department.

An unbalanced Proposal is considered to be one (a) which is front-end-loaded or (b) for which the line item amounts or amounts shown in the Schedule of Values do not reflect reasonable actual costs, plus

a reasonable proportionate share of the Proposer's anticipated profit, overhead costs, and other indirect costs that are anticipated for the performance of the items in question.

The numbers in the cents column may not have any decimal positions (i.e., no fractional cents).

A Price Proposal shall be deemed unacceptable if the Department determines, in its sole discretion, that the Price Proposal fails to conform to the conditions of the RFP in any manner, including, but not limited to, if it:

- A. Is significantly unbalanced relative to the Scope of Work.
- B. Does not provide all information in conformance with the ITP.
- C. Contains inaccurate, incomplete, and/or unreasonable prices on the Schedule of Values (Form SOV, Appendix ITP-C).

The total of all Segments or the greatest number of Segments shall be the Contract Amount, unless the Escrowed Proposal Documentation submitted hereunder is subsequently found to have been inaccurate, incomplete, or noncurrent as of the effective date of the certification, in which case the Department shall be entitled to an adjustment of the Contract Amount, including profit or fee, to exclude any sum by which the Contract Amount was increased because of the defective data.

ITP.7.1.3.2 Buy America

Proposals shall be consistent with the requirement to use domestic products with regard to the furnishing and coating of iron and steel products, in accordance with Section 165 of the Surface Transportation Assistance Act of 1982, as amended by Sections 1041(a) and 1048(a) of the Intermodal Surface Transportation Efficiency Act of 1991. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States, and all manufacturing processes (including application of a coating) for these materials must also occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

This requirement does not preclude a minimal use of foreign steel and iron materials, provided that the cost of such materials does not exceed 0.1% of the development price. Also, a nationwide waiver for this provision has been granted for pig and scrap iron; processed, pelletized, and reduced iron ore; and raw alloys.

ITP.7.1.3.3 Estimated Project Budget

The Department currently has a construction funding limit of \$440 million which is the estimated value of the Project

ITP.7.2 EVALUATION GUIDELINES

ITP.7.2.1 Price Reasonableness Analysis

Proposers are advised that the Department will independently analyze the price reasonableness and estimate the cost of the Work to ascertain the basis of pricing and to determine whether the proposed price is fair and reasonable.

ITP.7.2.2 Technical Factors

Using the evaluation criteria of Section ITP.7.1, the technical evaluation factors, subfactors, and elements (not the Pass/Fail factors) will be evaluated in accordance with the guidelines provided in this Section ITP.7.2.2.

The technical evaluation factors and the overall Proposal will be rated by a qualitative—descriptive (adjectival) method. The following adjectival ratings will be used in the evaluation of each technical evaluation factor and the technical rating of the overall Proposal:

Exceptional: The Proposer has demonstrated an approach that is considered to significantly exceed stated criteria in a way that is beneficial to the Department. This rating indicates a consistently outstanding level of quality, with very little or no risk that the Proposer would fail to meet the requirements of the solicitation. There are essentially no weaknesses (as defined below).

Good: The Proposer has demonstrated an approach that is considered to exceed stated criteria. This rating indicates a generally better-than-acceptable quality, with little risk that this Proposer would fail to meet the requirements of the solicitation. Weaknesses, if any, are very minor.

Acceptable: The Proposer has demonstrated an approach that is considered to meet the stated criteria. This rating indicates an acceptable level of quality. The Proposal demonstrates a reasonable probability of success. Weaknesses are minor and can be readily corrected.

Potentially Acceptable: The Proposer has demonstrated an approach that fails to meet stated criteria, as there are Weaknesses and/or Deficiencies, but they are susceptible to correction through discussions with Proposers. The response is considered marginal in terms of the basic content and/or amount of information provided for evaluation, but overall, the Proposer is capable of providing an acceptable or better Proposal.

Unacceptable: The Proposer has demonstrated an approach that indicates significant Weaknesses or Deficiencies and/or unacceptable quality. The Proposal fails to meet the stated criteria and/or lacks essential information and is conflicting and/or unproductive. There is no reasonable likelihood of success; weaknesses and Deficiencies are so major and/or extensive that a major revision to the Proposal would be required to make it even potentially acceptable.

In assigning ratings, the Department may attach a plus sign (“+”) or a minus sign (“—”) to any rating to better differentiate the ratings in order to more clearly differentiate the Proposals (e.g., “Exceptional —” and “Good +”).

The term “weakness,” as used herein, means any flaw in the proposal that increases the risk of unsuccessful contract performance. A significant weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful Contract performance. The term “Deficiency” means a material failure of a proposal to meet an RFP requirement or a combination of significant Weaknesses in a Proposal that increases the risk of unsuccessful Contract performance to an unacceptable level.

ITP.7.2.3 Department Proposed Evaluation Procedures

ITP.7.2.3.1 General

The price and technical sections of each proposal are each considered separately to determine which proposal gives the best value. This selection process requires the bidder to carefully consider how to provide the best value in order to be selected. This consideration of price and technical merit allows the owner the flexibility of getting the best possible project for the dollars invested. The Department will establish a Selection Committee to manage the evaluation process.

The Department has established a maximum limit or boundary to the price it is willing to pay for

technical enhancements beyond the requirements of the RFP. In general, this limit is established at 10 percent above the price established by the Price Proposal of the lowest responsive Proposer. Proposals with prices which exceed this maximum limit or boundary are unlikely to be awarded. The Department shall use a risk analysis process to evaluate the probability and value of the technical enhancements of each Proposer.

The Department has the further responsibility to establish a responsible engineer's estimate for each project. Each proposal that is selected as "Best Value" will be compared to the engineer's estimate to determine whether the project can be constructed under the budget established by the Department and approved by the Utah Transportation Commission. The Department shall determine whether or not to proceed should the proposals exceed the engineers estimate.

The RFP weights technical items in Table ITP-3 for the Proposer to understand the Department's priorities.

ITP.7.2.3.2 Technical Evaluation

A separate team will evaluate each technical item. Technical proposals will be rated in accordance with the Technical Factors described in ITP.7.2.2.

The Technical Evaluation Committee will not see the price information.

The Project Director will chair the Technical Evaluation Committee and is responsible for overseeing and organizing staff for each of the specific technical areas for evaluation.

Each chair of the technical areas evaluated will report the results to the Project Director who compiles the information into a single technical rating for each Proposer.

The Project Director will forward the results of the technical evaluation to the Selection Committee in such a manner that the Selection Committee does not know the identity of the Proposers.

ITP.7.2.3.3 Price Evaluation

The Proposer shall submit the Price Proposal electronically through the Electronic Bid System (EBS). The Deputy Director of Administration Operations shall be the price proposal administrator. The Deputy Director of Administration Operations will retrieve the price proposal information from the EBS.

Upon completion of the evaluation, the Deputy Director of Administration Operations will provide the results to the Selection Committee in such a manner that the Selection Committee does not know the identity of the proposers.

ITP.7.2.3.4 Selection Procedures

A Selection Committee composed of three senior leaders from the Department will be appointed by the Deputy Director and charged with combining the price and technical information to make the best value selection.

The Selection Committee will establish the lowest price proposal in accordance with this article as the base proposal.

Each Proposal within approximately 10% of the lowest Price Proposal will be evaluated for possible best value selection. Based on the technical evaluations, the Selection Committee will determine which of those technical proposals provides the best value and make the selection.

The Selection Committee will make its best value recommendation to the Deputy Director.

ITP.7.2.3.5 Award Procedures

If in agreement with the recommendation of the selection team, the Deputy Director will announce the identity of the best-value Proposal and awards the contract.

ITP.7.3 CONTACT WITH DEPARTMENT DURING EVALUATION

ITP.7.3.1 Communications with Proposers

The Department may engage in communications with the Proposers after receipt of Proposals, allowing Proposers to provide clarifications to their Proposals or otherwise to address issues that might prevent the Proposal from being placed in the Competitive Range. This process will be initiated by delivery of a written request from the Department to the Proposer identifying the information needed and a date and time by which the information must be provided. The Proposer shall provide the requested information in writing by the date and time indicated. If the requested information is not timely received, the Proposer's ratings may be adversely affected and/or the Proposal may be declared unacceptable.

ITP.7.3.2 Interviews and Presentations

The Department may meet with and receive presentations and conduct interviews with Proposers prior to determining the Competitive Range.

ITP.7.3.3 Discussions with Proposers

The Department reserves the right to make an Award without discussions with Proposers. However, the Department may, at its sole discretion, conduct written and/or oral discussions with any of the Proposers in the Competitive Range, with the intent of allowing the Proposers to revise their Proposals.

ITP.7.3.3.1 Discussion Purpose

If the Department decides to engage in discussions, the discussion may include:

- A. Advising the Proposers of Weaknesses, significant Weaknesses, and/or Deficiencies in their Proposals (relative to the RFP).
- B. Attempting to resolve any uncertainties and obtaining any significant additional understanding concerning the Proposal.
- C. Resolving any suspected mistakes by calling them to the attention of the Proposers as specifically as possible without disclosing information concerning other competing Proposals or the evaluation process.
- D. Providing the Proposers a reasonable opportunity to submit any further technical or other supplemental information to their Proposals.
- E. Obtaining the best price for the Department.
- F. Facilitating execution of a Contract that provides the best value to the Department, taking into consideration the technical and price factors discussed above.

ITP.7.3.3.2 Discussion Procedures

The following specific procedures will apply:

- A. Discussions will be conducted only with Proposers in the Competitive Range and, if

discussions are held, they will be held with all Proposers in the Competitive Range.

- B. Information disclosed by Proposers in the Competitive Range during discussions will not be made public until after execution of the Contract.
- C. Discussions may be written and/or oral and more than one round of discussions may be conducted.
- D. No disclosure will be made of any information derived from a Proposal of, or from discussions with, another Proposer.

During discussions, Department personnel involved in the procurement shall not engage in conduct that:

- A. Reveals a Proposer's technical solution, including unique technology, innovative and unique uses of commercial items, or any information that would compromise a Proposer's intellectual property to another Proposer.
- B. Reveals a Proposer's price without that Proposer's permission; however, the Department may inform a Proposer that its price is considered by the Department to be too high or too low, and reveal information regarding the analysis supporting that conclusion.
- C. Reveals the names of individuals providing reference information about a Proposer's past performance.
- D. Reveals selection information in violation of the Department's procurement policies and the laws of the State of Utah.

ITP.7.4 PROPOSAL REVISIONS (BEST AND FINAL OFFERS)

The Department reserves the right to hold discussions and to issue a request for Proposal Revisions (otherwise known as Best and Final Offers [BAFOs]), but is under no obligation to do so. All efforts will be made to make a selection based on initial Proposals, and the Department may make its selection and award based only on the Proposals as submitted.

If the Department requests BAFOs, Proposers in the Competitive Range may be informed of and requested and/or allowed to revise their Proposals, including correction of any Weaknesses, minor irregularities, errors, and/or Deficiencies identified to the Proposers by the Department following initial evaluation of the Proposals. The request for BAFOs will allow adequate time for the Proposers to revise their Proposals. All revised information shall be submitted in accordance with Section ITP.2.9.2 (Modifications to a Proposal). Upon receipt of the Proposal Revisions, the process of evaluation will be repeated. The process will consider the revised information and re-evaluate and revise ratings, as appropriate.

If discussions with Proposers (see Section ITP.7.3.3) are held, the Department will attempt to limit the selection process to a single BAFO following these discussions.

ITP.7.5 BEST-VALUE DETERMINATION

The Department has determined that award of the Contract based on a best-value determination provides the best opportunity to obtain the right Design-Builder to ensure a successful Project.

The limited time frame to complete the Project and the importance of quality in the completed Project require placing the maximum possible flexibility in the hands of the Design-Builder to plan, design,

construct, and control the Project. Although price is an important factor, time and quality are also major factors in determining the Project's success. The Department's procedures for the evaluation and selection of Proposals are designed to provide a comprehensive evaluation of quality that, when combined with price, will result in the selection of the appropriate Design-Builder.

The Department will rate the Proposals for Pass/Fail and quality, and if Proposal Revisions are requested, will also rate the BAFO Proposals for Pass/Fail and technical quality, with the overall Technical Proposal technical rating and the Price Proposal rating having the relative importance specified in Section ITP.7.1. Based on the professional judgment of the Selection Official, the Department will select the responsive and responsible Proposer that provides a fully compliant Proposal that is most advantageous to the State.

In making this selection, the Department will evaluate the factors and subfactors and assign an overall technical rating for each Proposer using the guidelines in Section ITP.7.2. The Department will also determine whether the Price Proposals are responsive.

The Department will not award the Contract to any Proposer that receives a "Fail" rating on any Pass/Fail factor or subfactor (Section ITP.7.1.1) or that receives a technical rating of less than "Acceptable –" for any technical evaluation factor (Sections ITP-7.1.2 and ITP-7.1.3). The Department will not award the Contract to any Proposer that the Department determines has submitted a nonresponsive Price Proposal.

ITP.7.6 DEBRIEFINGS

Unsuccessful Proposers shall be debriefed upon their written request submitted to the Department within a reasonable time. Debriefings shall be provided at the earliest feasible time after a Proposal is selected for award. The debriefing shall be conducted by a procurement official familiar with the rationale for the selection decision.

Debriefing shall:

- A. Be limited to discussion of the unsuccessful Proposer's Proposal and may not include specific discussion of a competing Proposal.
- B. Be factual and consistent with the evaluation of the unsuccessful Proposer's Proposal.
- C. Provide information on areas in which the unsuccessful Proposer's Technical Proposal had weaknesses or deficiencies.

Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual members of the Evaluation Committee, but may include a summary of the rationale for the selection decision.

ITP.7.7 POST-AWARD MEETINGS

The Department may meet with the selected Proposer prior to award at any time after selection.

ITP.8—PROTESTS

This Section ITP.8 sets forth the exclusive protest remedies available with respect to this RFP. Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies, and agrees that the decision on any protest, as provided herein, shall be final and conclusive. These provisions are included in this RFP expressly in consideration of such waiver and agreement by the Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies set forth in this RFP, it shall indemnify, defend, and hold the Department, its directors, officers, officials, employees, agents, representatives, and consultants harmless from and against all liabilities, expenses, costs (including attorneys' fees and costs), fees, and damages incurred as a result of such Proposer actions.

The submission of a Proposal shall be deemed the Proposer's irrevocable and unconditional agreement with such indemnification obligation.

If a protest is denied, the Proposer filing the protest shall be liable for the Department's costs reasonably incurred in any action to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by the Department as a consequence of the protest. If the protest is granted, the Department shall not be liable for payment of the protestor's costs.

ITP.8.1 WRITTEN PROTESTS ONLY

All protests must be in writing, and shall be submitted to:

Gaye Hettrick
Contract Administrator (Protest Official)
4501 South 2700 West, 4th Floor
P.O. Box 148490
Salt Lake City, UT 84414-8490

Any protest not set forth in writing within the time limits specified in these procedures is null and void and shall not be considered. Protests regarding this RFP shall be filed only after the Proposer has informally discussed the nature and basis of the protest with the Department in an effort to remove the grounds for protest.

The Protest Official may, in her sole discretion, discuss the protest with the protestor (Protester). The Protester shall have the burden of proving its protest by clear and convincing evidence. No hearing will be held on the protest, but it will be decided on the basis of the written submissions by the Protest Official or designee. The Proposer's rights of appeal remain under Section ITP.8.6. The Protest Official or her designee shall issue a written decision regarding any protest to each Proposer.

ITP.8.2 PROTEST CONTENTS

All Protests must include the following:

- A. The name and address of the Protester.
- B. The Contract number.
- C. The reasons for the protest.

- D. All documentation and evidence supporting the protest.

The protestor must demonstrate or establish a clear violation of a specific law or regulation, e.g., a violation of the prohibition against unduly exclusionary and restrictive specifications.

The Protest Official will not be obligated to postpone the Proposal Due Date or Contract award announcement in order to allow a protestor an opportunity to correct a deficient protest or appeal, unless otherwise required by law or regulation.

If the protest is denied, the Proposer filing the protest shall be liable for the Department's costs reasonably incurred in any action to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by the Department as a consequence of the protest. If the protest is granted, the Department shall not be liable for payment of the protestor's costs. All costs of a protest related to technical or testing shall be the responsibility of the protestor and undertaken at the Protestor's expense.

ITP.8.3 PROTEST PRIOR TO PROPOSAL DUE DATE

- A. Prior to the Proposal Due Date, all protests, including protests based upon alleged restrictive specifications or alleged improprieties in any type of solicitation shall be filed with the Department, not less than seven calendar days prior to the Proposal Due Date.
- B. The Protest Official will promptly make a determination in writing regarding the validity of the protest and whether or not the Proposal process should be delayed beyond the scheduled Proposal Due Date.
- C. If the Protest Official determines that the scheduled Proposal Due Date should be delayed, all Proposers will be notified by written Addendum of the delay and the reason thereof.
- D. If the protest is determined to be valid, the Protest Official will respond in writing to each material issue raised in the protest in a timely manner prior to proceeding further with the RFP.

ITP.8.4 PROTEST PRIOR TO AWARD

When a protest or appeal has been timely filed with the Protest Official prior to Award, the Department will not award the Contract (except in the case of emergency) until after the resolution of the protest or appeal.

ITP.8.5 PROTEST REGARDING AWARD

- A. If the award is being protested, a Protester shall protest in writing to the Protest Official as soon as practical, but not later than seven calendar days after the award of the Contract. If the protest has been timely filed, the Protest Official will promptly make a determination in writing regarding the validity of the protest and whether or not the procurement should be delayed or the award considered for revision.
- B. If the procurement is delayed, all Proposers will be notified of the delay, and the Protest Official will respond in writing to each material issue raised in the protest in a timely manner prior to proceeding further with the procurement.

- C. The Department will not proceed with the procurement for seven calendar days after the decision is rendered by the Protest Official unless the Protester waives in writing its right to appeal to the Protest Official.
- D. Should a Protester wish to appeal the decision of the Protest Official concerning any award, a Protester shall follow the procedures as outlined in Section ITP.8.6.

ITP.8.6 RIGHT OF APPEAL

- A. If a Protester receives an unfavorable decision from the Protest Official, the Protester shall have the right to appeal the decision of the Protest Official by submitting a written appeal to the Region Director or designee within seven calendar days after receipt of the decision of the Protest Official. The Region Director or designee will appoint a Protest Committee of at least three members to review the protest and the decision of the Protest Official.
- B. The Protest Committee will notify the Protester in writing in a prompt manner of its decision regarding the protest and the appeal.
- C. If the matter is not resolved after the appeal, the Protester may continue the protest only by pursuing the matter before a judicial authority.

ITP.9—DEPARTMENT RIGHTS AND DISCLAIMERS

ITP.9.1 DEPARTMENT RIGHTS

The Department may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer, and may require additional evidence of qualifications to perform the Work described in this RFP. The Department reserves the right, in its sole and absolute discretion, to:

- A. Reject any or all Proposals.
- B. Issue a new RFP.
- C. Cancel, modify, or withdraw the entire RFP.
- D. Cancel the award of any Contract before execution without liability.
- E. Issue Addenda.
- F. Modify the RFP process (with appropriate notice to Proposers).
- G. Solicit subsequent Proposal Revisions from the Proposers.
- H. Appoint an Evaluation and Selection Committee and evaluation teams to review Proposals, and seek the assistance of outside technical experts in Proposal evaluation.
- I. Approve or disapprove the use of particular Subcontractors and/or substitutions and/or changes to said Subcontractors from those identified in the SOQ.
- J. Revise and modify, at any time before the Proposal Due Date, the factors it will consider in evaluating Proposals and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the Department shall circulate an Addendum to all Proposers on the Short-List setting forth the changes to the evaluation criteria or methodology. The Department may extend the Proposal Due Date if such changes are deemed by the Department, in its sole discretion, to be material and substantive.
- K. Hold meetings and communications with the Proposers responding to this RFP to seek an improved understanding and evaluation of the Proposals. If meetings are held, all Proposers within the Competitive Range submitting a responsive Proposal shall be afforded an opportunity to participate in a meeting.
- L. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals.
- M. Waive Weaknesses, informalities, and minor irregularities in Proposals, and seek and receive clarifications to a Proposal.
- N. Disqualify any Proposer that changes its organization (as represented in its SOQ) without written approval from the Department.
- O. Hold the Proposals under consideration for the duration of the Contract Award Period.
- P. Refuse to issue an RFP to a prospective Proposer and refuse to consider a Proposal, once submitted, or reject a Proposal if such refusal or rejection is based upon, but not

limited to, the following:

1. Failure on the part of a Principal Participant to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts with the Department;
2. Default on the part of a Principal Participant or Designer under previous contracts with the Department;
3. Unsatisfactory performance of previous work by the Proposer, a Principal Participant, and/or Designer under previous contracts with the Department;
4. Issuance of a notice of debarment or suspension under Department or Federal regulations to the Proposer, a Principal Participant, and/or Designer;
5. Submittal by the Proposer of more than one Proposal in response to this RFP for the same Work under the Proposer's own name or under a different name;
6. Evidence of an organizational conflict or interest or evidence of collusion in the preparation of a proposal or bid for any Department design or construction contract by (a) the Proposer, Principal Participant, or Designer and (b) other Proposers or bidders for the Contract;
7. Uncompleted work or default on a contract in another jurisdiction for which the Proposer or a Principal Participant is responsible that, in the judgment of the Department, might reasonably be expected to hinder or prevent the prompt completion of additional work if awarded;
8. Any other reason affecting the Proposer's ability to perform, or record of business integrity; and/or
9. The Proposer is not otherwise qualified and eligible to receive an award of the Contract under applicable laws and regulations.

ITP.9.2 DEPARTMENT DISCLAIMERS

This RFP does not commit the Department to enter into a Contract, nor does it obligate the Department to pay for any costs incurred in preparation and submission of Proposal(s) or in anticipation of a Contract. By submitting a Proposal, a Proposer disclaims any right to be paid for such costs, except for any costs paid in accordance with Section 2.7 (Proposal Stipend).

In no event shall the Department be bound by, or liable for, any obligations with respect to the Work or the Project until such time (if at all) as the Contract, in form and substance satisfactory to the Department, has been executed and authorized by the Department and approved by all required authorities and, then, only to the extent set forth in a written Notice To Proceed.

In submitting a Proposal in response to this RFP, the Proposer is specifically acknowledging these disclaimers.